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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Law of Property Bill.

THE SECOND READING of the Law of Property Bill is at present fixed for Monday, the 15th inst., when Sir LESLIE SCOTT, the Solicitor-General, is expected to move the second reading. Several members, including Sir THOMAS BRANSDON (Portsmouth Central), have given notice to move that the Bill be read a second time this day six months. It is, we believe, not intended that the Bill in its present shape should have a permanent place on the Statute Book, and it will be very unfortunate if the enormous skill and trouble and patience which have carried it so far should be wasted. Whatever view may be taken of some of its provisions, there can be no doubt as to the utility of the vast number of detailed amendments of the law which it embodies. We hope it will pass the House of Commons—it has already passed the House of Lords—so that the work of breaking it up and consolidating its component parts with the existing law can be commenced. There will be an opportunity then for making any amendments that may appear necessary.

The First Woman Barrister.

ON WEDNESDAY the Inner Temple called to the Bar the first woman to be called in England, Miss IVY WILLIAMS. Other women, some forty in all, are ready for the English Bar, and several have passed their final examination; but the others are not yet qualified for call; no woman can so far have kept more than ten out of the twelve Terms required by the Ordinances of the profession. Miss WILLIAMS, however, obtained a certificate of Honour in the Bar Final Examination, and holders of such certificates, if they choose to apply, are entitled to an exemption of two terms. In Ireland, several women have been called to the Bar. In Scotland, none is likely to be called for some years, since the Faculty of Advocates requires a longer course of study than do the Inns of Court. A Scots Advocate must first take a degree in Arts, then spend three years in the study of law at Edinburgh or Glasgow Universities, and pass an examination in law, then spend "a year of idleness" as an "Intrant," after

which he or she is compelled to write and defend a Latin thesis on some Article of the Pandects, before a Committee of "Triers," before being called to the Bar. The fee for call to the Scots Bar, by the way, includes a sum payable as a single premium for life insurance in favour of the widows of advocates: therefore it increases by some £20 for each year of the Intrant's age over 25. There may be some difficulty in applying this to women advocates.

The Late Mr. Foote, K.C.

THE RECENT death of Mr. FOOTE, K.C., who had been for some time Recorder of Exeter, has removed another of the many distinguished men who adorned the Western Circuit in the last quarter of the Nineteenth Century. Mr. FOOTE was a barrister of a singularly fine type, a scholar and a gentleman, one who revelled in a purely legal argument, and who invariably conducted any case in which he appeared with a lofty sense of the dignity of his profession and of the conscientiousness and scrupulosity which an advocate should show in dealing with the facts he has to place before the court. There are two views, both widely held among honourable and distinguished men, as to the function of an advocate. One is that he is the mere mouthpiece of the client and that his duty is to say everything that the client would himself say if he had the necessary ability, experience, and knowledge of legal procedure. This view was always put forward by even so high-minded a man as the great Lord BROUGHAM. The other view is that the task before a court is, in accordance with the principle of division of labour, divided into three; each advocate ascertains and states all that can *justly* be found in favour of his client, and the judge then weighs the two sets of facts together. This view assumes that an advocate, although briefed by one party to a suit, owes a duty to both parties and to the public as well; the duty of assisting to see that justice is done, and not hindering it or obstructing it by advancing contentions he knows to be, not merely improbable of truth—that is not his business to decide—but incapable of being honestly entertained by anyone. To choose between these conflicting views of the advocate's duty is difficult; probably, most men adopt some compromise between them. But a few men always act up to the higher of the two standards, and Mr. FOOTE was one of these. The profession is always the better for possessing among its members men of his intellectual calibre and moral austerity.

Conferences and the League.

VERY SPECIAL interest attaches to the first article in the current *Fortnightly Review*—"Is there a new Diplomacy?" It is unsigned, but probably those who have followed closely the course of the Peace and later Conferences down to that now being held at Genoa, and of the meetings of the Council and Assembly of the League, will not have much difficulty in guessing the author's name; and the contrast between the Conferences and the methods of the League is more shortly emphasized in the letter by Mr. HAROLD TEMPERLEY which appeared in *The Times* of the 1st inst. Shortly, the point is that the old secret Diplomacy is inconsistent with the first of President WILSON'S fourteen points on which the Peace Treaties, so far as they have any moral force or permanent value, are founded—"Covenants of peace openly arrived at." But the change to the New Diplomacy has been hindered, in the view of the writer of the article, by the transition process, exemplified at Paris, of Diplomacy by formula, by which he means—formulæ devised in secret conclave so as to conceal the essential divergencies of view of the leading Powers, and then published to a world which has had no part in arriving at them—"The Treaty of Versailles is itself a gigantic formula." It aimed at reconciling the views of President WILSON with those of M. CLEMENCEAU—the former embodied in the covenant of the League. The description of the latter we need not repeat. With this the writer contrasts the actual record of the proceedings of the Council and Assembly of the League, growing in influence and success, as they grow in publicity. Success in the League comes from the activities of the international mind—that is, the mind which can see the point of view of different nations and take thought for all. Hence the Council is free from the strain and passion which mark the proceedings of Conferences where each nation is represented by statesmen who primarily play for national aims. We believe that at Genoa there is a distinguished exception; there may be several; and in the view of the author, who, we may add, does not advocate full and entire publicity—that is impracticable—"the final settlement of Europe must depend on the extent to which the nations of Europe advance along the road indicated by the recent practice of the Council and Assembly of the League." The whole question of the adjustment of international differences by impartial discussion appeals specially to lawyers, whose business is not, as is vulgarly supposed, to encourage litigation, but by tact and persuasion to smooth away difficulties. The Council of the League meets this week for the eighteenth time, the British representative being Lord BALFOUR.

The Agricultural Holdings Bill.

IT WILL BE remembered that no sooner was the Agriculture Act, 1920, passed than one serious and several minor defects were found in it, and the Amendment Act of 1921 was passed to remove them. In the debate on this latter measure, the late Lord BALFOUR of BURLEIGH emphasized the necessity for a Consolidation Bill as regards Agricultural Holdings. In fact, such a Bill was then being prepared and it has now been introduced in the House of Lords and read a second time and referred to the Joint Committee on Consolidation Bills. A similar measure for Scotland is already before that Committee, and it is proposed to remove, so far as practicable, the differences between the two which have resulted from their being the work of independent draftsmen. The English Bill in Part II deals with allotments, and it is proposed to repeal the Allotments, &c., Act, 1887; but since an Allotments Bill is also under consideration in the House of Lords, it is doubtful whether this will be proceeded with. Part I of the Bill deals with Agricultural Holdings, and is intended to be merely a consolidating measure. The law on this subject was consolidated in 1908, but since then it has been so extensively altered by the Act of 1920, that it is very difficult to understand the statutory provisions without repeating the process; and there are minor measures to be included, such as the Agricultural Land Sale (Restriction of Notices to Quit) Act, 1919, which was varied by Schedule I to the Agriculture Act, 1920.

The Merchandise Marks Bill.

THE MERCHANDISE MARKS BILL, which is also under consideration in the House of Lords, is intended to amend the Merchandise Marks Act, 1887, in accordance (with certain modifications) with the recommendations of the Board of Trade Committee, which was appointed in October, 1919, and reported in June, 1920. They recommended that, where it had been established after an official inquiry that it was in the public interest that the local origin of goods should be indicated, the Board of Trade should have power to make an order. Of course, it is not in everyone's interest to have the origin of goods marked; the manufacturer wants it; the merchant does not; the public are only concerned with the quality of the goods, whatever their origin may be. A compromise between divergent views has been attempted in Clause 1 of the Bill, which is as follows:—

> "1. (1) Where the Board, after making such inquiries as they think necessary for the purpose of enabling them properly to exer ise their power under this section, are of opinion that a false impression as to the origin of any class or description of goods imported into the United Kingdom is likely to arise by reason of their form, style, or finish, or otherwise, the Board may, subject to the provisions of this section, make an order requiring an indication of origin to be given in the case of goods of that class or description made or produced outside the United Kingdom."

Under the Act of 1887 the only remedy of aggrieved persons is to take criminal proceedings, and these have sometimes proved

quite unsuitable for police courts. Under Clause 3 proceedings can be taken in the High Court, and relief obtained by way of damages, injunction or declaratory judgment—an interesting application of this last remedy. Thus such a question as "What is a sardine?" would be transferred from the police court—where proceedings, however efficient, are necessarily dilatory, owing to frequent adjournments—to the more tranquil consideration of a judge, presumably of the Chancery Division. Clause 7 gives a new definition of "trade mark" for the present purpose, and Clause 9 is intended to protect such common and well-understood expressions as "Brussels carpets" from being required to be literally accurate. Thus:—

> "8. Where a trade description is generally and *bonâ fide* applied to any class or description of goods for the purpose of indicating that the goods are goods of a particular class or are manufactured by a particular method, it shall not be deemed to be a false trade description within the meaning of the principal Act."

Betting Cheques and Trustees in Bankruptcy.

WE VENTURED to question the correctness of the decision of Mr. Justice ASTBURY in *Scranton's Trustee* v. *Pearse* (*ante*, pp. 401, 422) at the time it was given, both on the ground of jurisdiction and of the point of law involved, and our doubts have been proved to be well founded. The Court of Appeal (Lord STERNDALE, M.R., and WARRINGTON and YOUNGER, L.JJ.) on Tuesday allowed the appeal, the Master of the Rolls pointing out that, if what Mr. Justice ASTBURY had done was right, it amounted to a repeal of the Gaming Act, 1835, in the event of the claim to recover moneys paid for bets being made by a trustee in bankruptcy or other officer of the court. There is no doubt as to the principle established by *Ex parte James* (16 Q.B.D. 308), and applied, and perhaps extended, in *Re Tyler* (1907, 1 K.B. 865) and *Re Thellusson* (1919, 2 K.B., p. 743), that an officer of the court will not be allowed to retain moneys—such as premiums paid to keep up an insurance policy—to which he is not in justice entitled, but this does not apply to the right to recover moneys given by the Gaming Act, 1835. Whether any individual disagrees with this right or not, it is a right which, in case of bankruptcy, is vested in the trustee in pursuance of the statute, and therefore in accordance with the declared policy of the Legislature. It is not, as Lord STERNDALE observed, for the court to question this policy. "The duty of the court, when it has ascertained the meaning of an Act of Parliament, is to see that it is carried into effect." We need not add anything on the question of jurisdiction. The point arose in an ordinary action by a trustee in bankruptcy, and the court trying that action had no jurisdiction over him as trustee, and the short cut taken by the learned judge for assuming jurisdiction—namely, that there should be a motion in bankruptcy before him to stay the action—was a mistake, since the motion should have been in the Manchester County Court when the bankruptcy proceedings were pending.

The Sale of Minerals separately from the Surface.

WE PROPOSE to deal more fully hereafter with the interesting point decided by SARGANT, J., last week in *Re Chaplin's Contract* (*Times*, 6th inst.), on the power of an executor in whom freeholds are vested to sell the minerals apart from the surface. As is well known, it was held in *Buckley* v. *Howell* (29 Beav. 546) that under a power in a settlement to sell land, a horizontal division cannot be made. Then came the Confirmation of Sales Act, 1862, s. 2 (now sect. 44 of the Trustee Act, 1893), allowing trustees to do this with the sanction of the court. In *Re Cavendish and Arnold's Contract* (56 SOL. J. 468), which, notwithstanding Mr. Justice SARGANT'S reference to the report in the Weekly Notes (W.N. 1912, p. 83), appears to be an authoritative decision, NEVILLE, J., held that an executor was not subject to this restriction, nor was he within the Trustee Act, 1893, as amended by the Act of 1894; and he could sell the minerals separately. In the recent case of *Re Wicksted's Trusts* (1921, 2 Ch. 184), RUSSELL, J., held that an executor is within the Trustee Act and requires leave to sell. In the present case Mr. Justice SARGANT has dealt with the question apart from the Trustee Acts and has differed from NEVILLE, J., as to the extent of an executor's power of sale. In selling freeholds as personal representative under the powers of the Land Transfer Act, he has not the full power of an absolute owner but is confined to ordinary methods of sale. Without holding that a sale of the minerals separately would be necessarily bad, the learned Judge said it was an unusual course, and, if it could be supported, must be supported on special grounds. We may note that by clause 118 (9) of the Law of Property Bill it is provided that "a trust or power to sell or dispose of land includes a trust or power to sell or dispose of part thereof, whether the division is horizontal, vertical or otherwise." The Bill is full of pleasant surprises of this kind.

The Public Duty of a Witness.

A VERY INTERESTING point of practice which, unlike most such points, depends on a real question of principle, arose in the case of *The Ibis VI* (No. 2) (1922, P. 4). The mate of a steam trawler was an essential witness in a collision action; he was detained in England in order that his evidence might be available when required; the result was that he was "unemployed" for several months, during which time his wages would have amounted to £280 11s. 5d. The Assistant-Registrar of the Admiralty Court, acting as taxing master, had to consider what amount should be allowed this witness as "reasonable compensation," under the terms of the Common Law Procedure Act, 1852, prior to which statute a witness, generally speaking, had no right to reimbursement of his expenses in giving evidence, although two statutes of Elizabeth had in certain cases given this right. The full amount just stated was at first allowed by the Assistant-Registrar, but on a reference back to him he reduced it to £250. This decision is probably right. The Common Law Rule was that a witness must give his evidence, just as a juryman or sheriff must serve, as a matter of public duty, at his own expense: *Hallett* v. *Mears* (1810, 13 East, 15). His right to "conduct" money arose under the statute of Elizabeth, and was extended so as to include "subsistence" money in *Mount* v. *Larkins* (1832, 8 Bing. 195); see *The Bahia* (1865, L.R. 1 A. & E. 15). But prior to the Act of 1852 only "general" allowances could be claimed, except in rare cases; since that Act it has become possible to recover "special allowances" based on loss of employment or otherwise occasioned by the performance of this public duty: *Clark* v. *Gill* (1854, 27 L.J. Ch. 711). In practice, no doubt, it is necessary to adopt some compromise. Where great special loss results from the duty of bearing testimony, a witness cannot be relegated to mere "subsistence" money based on his station in life. On the other hand, it is not possible, in ordinary cases, to let every witness—*e.g.*, a professional man, such as a doctor or dentist—claim that he will not give evidence unless he is fully compensated for the loss of a day's earnings. In practice, of course, such witnesses attend with some reluctance unless the party calling them promises reasonable compensation, and a Court of Law will usually assist the parties by calling such expensive witnesses at the stage of the case most convenient to them, and then allowing them to leave.

Nuisance to Right of Lateral Support.

THE PRECISE application of the maxim "*Utere tuo ut non alienum laedas*" has long been a matter of doubt. Generally speaking, it means that one is entitled to exercise one's own rights of property provided, by so doing, no actionable wrong is inflicted on another; it does not mean that the owner of property, if he finds it necessary to the fullest utilization of his own rights, is entitled to do acts which in fact have as an inevitable consequence, or a natural and probable consequence, the interference with vested rights of others. Thus a proprietor is entitled to collect all the underground water he pleases by boring a well on his own estate, although this diminishes the supply on the land of neighbours, because they have no right of property in underground water and, therefore, the exercise of his own right does not interfere with the rights of others. So likewise, in the

absence of "Ancient lights," he can build so as to destroy the most magnificent prospect possessed by a neighbour. But a riparian proprietor cannot dam up running water, nor can a landowner build so as to deprive his neighbour of more than (normally) 50 per cent. of light to a house which has acquired the easement of light; because in both these cases there is an interference with actual easements, or rights of property. In the same way the owner of minerals cannot mine them in such a way as to let down the surface without paying compensation to the surface-owner, for the latter has a right to vertical support, interference with which is a common law tort, although it may be authorised by a Special Act: *Consett Waterworks Co.* v. *Ritson* (22 Q.B.D. 318). But when authorized to dig minerals by a Special Act, *e.g.*, a special Inclosure Act, the owner of minerals has a statutory right to reinforce his common law right and can let down the surface, subject to the statutory provisions for compensation: *Consett, &c.* v. *Consett Iron Co.* (*ante*, p. 452), the latest of a series of recent cases, many of them in the House of Lords, in which the right to cause subsidence has been considered.

Law Examinations and Articled Clerks.

A CURIOUS POINT of procedure, in a case affecting solicitors, came before the Divisional Court in *Ex parte Batterbee* (*Times*, 5th, 6th and 10th inst.) In this case an articled clerk had applied for a rule nisi for the issue of a mandamus, against his employer, a solicitor, to direct the latter to sign the answers to questions which were necessary before the articled pupil could sit for his final examination. The court had asked for some explanation of the alleged conduct of the employer, and at a subsequent sitting it was stated on his behalf that there had been a misunderstanding; he had no recollection of being asked to sign or of refusing to give the answers. He made an affidavit—which was not read aloud in court—stating that he would give the answers, but could not undertake that they would be satisfactory. In these circumstances the application was treated as at an end, since the making of the answers would enable the applicant to go up for his examination. Had the employer refused to make the necessary answers the very interesting question of law would then have arisen whether (1) the duty to give answers to the formal questions required in the case of candidates for admission is a public duty which can be enforced by mandamus, or (2) is an implied obligation arising out of the contract of apprenticeship which can be enforced by a mandatory injunction. In view of the fact that solicitors are officers of court, possibly the duty may be of a public nature, in which case mandamus is the proper remedy in case of non-performance. But if the duty is merely contractual, it would seem that an application in Chancery for a declaration and a mandatory injunction is the correct procedure.

The Law of Property Bill.

Settlements and Amendments of the Settled Land Acts.

I.

Trust Corporations.—In discussing recently Clause 11 of the Bill and its appendant Schedule, relating to dispositions on trust for sale, we noticed the restriction now introduced that purchase money shall be paid either to two trustees or to a "trust corporation," and we said that we did not find this expression defined. We had, of course, referred to the definition clause—186—and satisfied ourselves that it was not one of the leading expressions there mentioned; but we had not allowed for the carpet-bag nature of the definitions. It is in fact, as a correspondent was good enough to point out to us just after our article appeared, one of the subordinate terms defined under "Trust for Sale" and it means "the Public Trustee or a corporation either appointed by the Court in any particular case to be a trustee or entitled by rules made under s-s. (3) of s. 4 of the Public Trustee Act, 1906, to act as custodian trustee." The present rule is Rule 30 of the Public Trustee Rules, 1912, and, in brief, the term includes any banking, insurance, guarantee, or trust company empowered by its constitution to undertake trusts. But this does not carry us very far unless such bodies are also empowered to charge according to their usual scale in the same manner as the Public Trustee. We do not find any such provision in the Bill, and this also may be due to our oversight. There is in Clause 123 (Part IV, Amendments of the Trustee Acts) the common clause giving power to employ agents. No doubt it would be too great an infringement of established principle to introduce a statutory charging clause in favour of private trustees, or of solicitor trustees; but we suggest that it would be convenient for this to be done in the case of "trust corporations." Of course, when such a corporation is appointed an original trustee under a settlement or will an appropriate charging clause is inserted, and sometimes the draftsman adds to the ordinary solicitor-trustee's charging clause words allowing a corporation to charge should it ever be a trustee of the instrument. The specific recognition in the Bill of trust corporations might, we suggest, be appropriately accompanied by a charging clause in their favour.

Settlements by Vesting Deeds and Trust Deeds.—We have already (*ante*, pp. 395, 410) printed Clause 12 and its appendant Schedule (65 SOL. J., 638, 675) and last year we explained the general scheme for assimilating the method of settling land to that employed in settling personal estate, and for securing that settled land shall be vested in the tenant for life, if of full age, or otherwise in the "statutory owner," and we need not at present consider this matter in any detail. The scheme is partly an application of the fundamental principle of Clause 1 that the only legal freehold estate shall be the fee simple in possession—that is, absolute ownership—and partly of the ordinary form of a settlement by way of trust for sale, the conveyance and the settlement being effected by separate deeds. The only substantial question is whether the legal estate should be in the trustees or in the beneficial tenant for life—for, of course, equitable life estates will still exist. At present the tenant for life may either have a legal or equitable estate, but, in either case, he can convey the legal fee under his statutory power of sale, and it is, no doubt, the proper course to require that under the new system the legal fee simple shall be in him. The conveyance will be the Vesting Deed. This is to be all that a purchaser is concerned with, and it will show who is tenant for life—say A—and who are the Settled Land Act trustees. A form is given in the Ninth Schedule, but since it vests the legal fee simple in A, the fact that he is in equity no more than life tenant, appears to be only an inference from the fact that the deed contains an appointment of Settled Land Act trustees—X and Y. All the vesting deed tells the purchaser is that there is a settlement, that the legal fee is in A, and that X and Y are the Settled Land Act trustees. How, without looking at the Trust Deed, which accompanies the Vesting Deed, and declares the trusts of the settlement, will the purchaser know that A is tenant for life? The answer, we presume, is to be found in Clause 13 of the Fifth Schedule (*ante*, p. 426), which says that a purchaser of a legal estate in settled land "from a tenant for life" shall, if the last vesting instrument states that the land is held on trust, or appoints Settled Land Act trustees, be bound to assume that the person in whom the land is thereby vested is the tenant for life. But the commencing words show that the purchaser must first be satisfied that A is a tenant for life, otherwise the clause has no operation. Possibly this is hypercritical, and we need not attempt to foresee the questions which will arise when these novel instruments come to the test of actual practice. But we incline to think that the Vesting Deed should state expressly that A, in whom the legal fee is vested, is a person having the statutory powers of a tenant for life, and that this statement should be conclusive in favour of a purchaser. Possibly this is, in effect, in the Bill already, but, for the success of the scheme it should be made absolutely clear that when a Vesting Deed is produced, defining the settled land, showing who is the person having the powers of a tenant for life, and who are the Settled

Land Act trustees, a purchaser need not look further. To ascertain the effect the conveyance to him will have on interests having priority to the settlement, reference must be made to Clause 3 of the Bill (*ante*, p. 355), and we presume this is intended to make a conveyance by the tenant for life, if the fee simple is vested in him by a Vesting Deed, over-ride all equitable interests whether prior to the settlement or not (see s-s. (3)).

(*To be continued.*)

Rebuilding a Mansion House out of Capital Moneys.

THE recent decision of RUSSELL, J., in the case of *In re Fife's Settled Estates* (1922, W.N. 128) is a decision on the construction of the Settled Land Acts. Although it deals only with the extent to which capital moneys may be applied under the Acts in rebuilding the principal mansion house, it is important in two respects. First, it tends to enlarge the scope of the power of applying capital in rebuilding operations, and secondly, it is in direct conflict with a previous decision which, on this point at any rate, could not be regarded as a very satisfactory authority.

Under s. 13, s-s. (iv) of the Settled Land Act, 1890, capital moneys are available for the purposes of rebuilding the mansion house. But the sub-section places a limit on the sum so to be utilised. By a proviso to the sub-section it is enacted that the sum to be applied under the sub-section shall not exceed one-half of the annual rental of the settled land. What is the meaning of the words "annual rental"? That is the question which his Lordship had to decide, particularly in view of the fact that the income of the settled property is either a gross income or a net income after deduction of income tax.

There have been a number of authorities on the question of the meaning of these words "annual rental," a term which—it may be observed—is not only not defined by any of the definition clauses in the Settled Land Act code, but occurs in no other section throughout that code. The most important of these previous decisions is that of CHITTY, J., in *Re De Teissier's Settled Estates* (1893, 1 Ch. 153), where that learned judge laid it down that the income from investments of capital moneys may be included in arriving at the figure which is to be halved under the sub-section. It must be admitted that it is somewhat difficult to lay a finger on the exact provision of the Settled Land Acts which enables such income to be included. But the decision is obviously consistent with the general framing of the Act of 1882 and the Act of 1890. It was upon the scope and intention of the general provisions of the Acts that CHITTY, J., relied in deciding as he did.

In the circumstances prevalent under the present conditions in this country the most important of the many questions which arise in applying moneys under s. 13, s-s. (iv), of the Act of 1890, is the question whether income tax must first be deducted before one ascertains the "annual rental." Obviously with the income tax at six shillings (or, as it will be soon, at five shillings) in the pound, the amount to be applied on the one construction is much larger than the amount to be applied on the other construction. WARRINGTON, L.J. (when a judge of first instance) held, in the case of *In re Windham's Settled Estates* (1912, 2 Ch. 75) that income tax deducted by the tenants from the gross rent was not to be included in the figure to be halved. RUSSELL, J., in the recent case of *In re Fife's Settled Estates* (*supra*), decided the contrary.

WARRINGTON, L.J., in *In Re Windham's Settled Estates* (*supra*), expressed the view that income tax should be deducted because it was retained by the tenant before the tenant paid his rent. It seemed to the learned judge that the only principle on which one could proceed in interpreting the sub-section was to read the word "rental" literally as it stood; and he thought "rental" meant the total amounts of the rents payable by the several tenants to the landlord or his agent, that is to say, the total amount appearing in the rent-book, shewing the rents paid by their several tenants, which his Lordship supposed most landlords would keep. But on referring to the statutory rules embodied in the income tax statutes it is clear that if a tenant pays the tax he is acquitted and discharged of so much money as is represented by the deduction as if that sum had been paid as rent. In other words, what a tenant pays as income tax under Schedule A is part of the rent; and this is the statutory protection which a tenant enjoys when he pays the balance to his landlord. Moreover, a landlord would be very ill-advised to keep no record of the amount of the gross rent. Indeed, it may be supposed that every properly kept rent book on a landed property shows the gross rent of the tenement. Further, if,—as the learned judge in the same case actually held—deductions ought not to be made, in ascertaining the figure to be halved, for tithes, land tax or drainage rates, it is difficult to see on what footing so narrow a construction should be placed on the words "annual rental." It had then long previously been held that the income on investments of capital moneys might be included. The words "annual rental" are not in any way applicable to dividends on stocks or shares.

The principle adopted by RUSSELL, J., in *In re Fife's Settled Estates* (*supra*), was a much broader one; not only did his lordship hold that income tax deducted by the tenants was to be included, but he also held that income tax deducted at the source by the several companies and corporations paying the dividends was also to be included. In his lordship's view, apparently, the whole property had to be looked upon as an income-producing item, and the gross income produced by that item of property was what the Legislature had in mind in fixing the limit. In other words, it is not so much the actual income which the tenant for life receives into his own hands as the general nature and extent of the physical property that warrants the expenditure.

It will be observed that there is a fundamental distinction between the two points of view taken by the two learned judges. The one is essentially narrow, the other essentially broad. To illustrate this distinction, let us take the case of a settlement where the land comprises a mansion house with other lands such as farms and the like; and let us deal with the case as if no income tax existed. Let us first suppose a mortgage has been created by the tenant for life. Suppose, further, that the capital value of the whole land is £30,000, and the mortgage debt is £10,000, and that there are invested capital moneys of the capital value of £20,000. The tenant for life can procure the discharge of the incumbrance out of capital moneys, but when this is done the capital value of the whole property will remain the same, namely, £40,000. Broadly speaking the income will remain the same. Let us now take a similar case, but without the presence of any mortgage. If the tenant for life wishes, he can procure the rebuilding of the mansion house out of capital moneys. In this case, of course, the amount so to be expended out of capital moneys will be very much less. The capital value of the whole property is £50,000, and supposing this yields annually £3,000, the amount available for rebuilding will be only £1,500. This £1,500 is invested in the increased value of the mansion house, and, incidentally, increases the value of the settled property in its physical aspect. But here, again, there is no real increase in the value of the settled property, for the £1,500 has been taken from a money fund and put into bricks and mortar. Then broadly speaking, the income will remain the same, for the tenant for life will enjoy the additional amenities of the new building, or he can let the house and the expenditure of capital will be reflected in the increased rent procurable for the premises.

Now, in the view of WARRINGTON, L.J., the Legislature intended that, where the fiscal law interposes and reduces the £3,000 (by taking five shillings in the pound) to £2,250, the amount to be taken from the money fund and put into bricks and mortar, that is to say, to be taken from one form of capital and put into another form of capital, should be correspondingly reduced. RUSSELL, J., on the other hand, has decided that the tax on income does not affect the amount of capital allowed by the Legislature to be shifted from one form to another. It is, in short, a capital transaction.

It may of course be suggested that the investment of money in bricks and mortar is not a permanent investment. Possibly not; but the Legislature has dealt with that aspect by limiting the authorised sum to the equivalent of one-half the gross income of the settled property.

The Legal and Medical Tests of Insanity.

The case of *Rex* v. *Ronald True* (*Times*, 6th inst.) brings into prominence once more the well-known dispute, now half a century old, between lawyers and doctors as to the characteristics of criminal insanity. Two new features, however, appeared in this case. In previous cases, the medical witnesses who disputed the correctness of the legal definition and testified to the insanity of a prisoner whom the law calls sane, were unofficial practitioners called for the defence. But in True's case, the official witnesses, prison doctors, agreed with the medical experts called specially by the defence, that Ronald True was not properly accountable for his actions. In finding a verdict of guilty, then, the jury were not merely refusing to accept the view of the prisoner's own medical experts, who naturally do not carry quite the same weight as less interested parties; but they were actually overruling the opinion of competent, experienced and disinterested official doctors who had enjoyed the advantage of watching the prisoner under close prison supervision.

The second interesting feature in True's case was the broad view taken by Mr. Justice McCardie, the trial judge. This very learned judge reviewed ably the history of the Law of Criminal Insanity, and pointed out the manifest absurdity of treating as sound in 1922 opinions expressed by medical men in 1843 (*MacNaghten's Case*), eighty years ago, when pathology was still in its infancy as a science, and mental pathology had not yet come into existence at all. He himself took a very broad view of the law; but, of course, he could not wholly overrule the settled legal rules expressed in *MacNaghten's Case*. All he could do was to put upon them the most reasonable interpretation possible. He, in fact, directed the jury to find a verdict of "guilty, but insane" if they were satisfied of any one of five alternative possibilities as to the prisoner's state of mind: either—

(1) The prisoner was not aware of the physical nature of the act he was doing or of its physical consequences.
(2) He was not aware that it was morally wrong.
(3) He was not aware that it was legally wrong.
(4) He committed it in a fit of epilepsy or aberration of mind.
(5) He committed it as the result of persistent and insidious mental disease which had undermined his reasoning capacity and his power of judgment.

It will be noted that in each of the five points emphasized by the learned judge as possible alternative conditions precedent sufficient to establish legal irresponsibility, he was careful to bring in the "intellectual" element, *i.e.*, to suggest "some lack of knowledge" of what he was doing on the part of the prisoner. In the fourth and fifth cases this is done in quite an artificial way. No doubt the difficulty which Mr. Justice McCardie was trying to get round by this device, was this. The legal test of insanity, for criminal purposes, is definitely an "intellectual test," not a moral test. Insanity, so as to excuse crime, must be one form of "absence of *mens rea*," *i.e.*, absence of criminal intent to do the criminal act. Knowledge of what one is doing is an essential ingredient of an "intent" to do it. Hence our early Victorian jurists very ingeniously worked out a rule by which "insanity" could be shown to be a form of "absence of knowledge," so that the prisoner had not committed the criminal acts with the "*mens rea*" which is a necessary ingredient of most indictable offences.

The older law, naturally enough, could see only three ways in which this "lack of knowledge" could arise in the case of a person popularly called insane. The first of these was the case of "Idiocy," or complete mental vacuity; the idiot has in law no mentality at all, and therefore no knowledge of what he is doing. The second is "Delusion," a state of mind in which the insane person suffers from some inability to apprehend the "nature and quality" of his acts at all, and therefore cannot have "guilty knowledge." The third is "Partial Delusion," when the accused, although capable of understanding the nature and quality of his acts, is subject to an hallucination as to some one or more facts, in the course of which he commits the criminal act. Here the law adopted the logical and ingenious, but in practice very absurd, rule that, if the act done would still have been wrong had the facts been what the prisoner assumes them to be, then he is guilty; if not, then he is not guilty. For example, if A has an hallucination that B is a partridge and shoots him, he is not guilty of murder, for to shoot a partridge is not murder. But if A imagines his doctor, quite erroneously, to be Queen Elizabeth, and thereupon kills him, he is guilty of murder, for one is not at liberty to kill Queen Elizabeth. The attempts to apply this third rule in practice lead to innumerable absurdities.

The objection to all these tests is simply this: "intellectual disease" is not the only, or indeed a principal, characteristic of insanity. In fact, our madhouses are full of people, the victims of all sorts of delusions, which render it impossible to set them at liberty, who are highly intellectual and often shew extraordinary cunning in contriving their ends. All our leading alienists are agreed upon this point. A visitor to an asylum may fail to find any signs of insanity among the apparently rational men and women who converse with him, until the asylum doctor suddenly puts a question relating to the ground of their delusion—and then they are quite mad. Failure of rationality, even when it is an element in insanity, is often very partial and not accompanied with failure of intellectual powers in other directions. The victims of "fixed ideas," the persons who believe they are being poisoned or persecuted, are perhaps the commonest and most familiar class of lunatics.

But the absence of rationality is not in the least a necessary element of insanity, as doctors and, still more, psychologists, now understand that state of mind. The real test is the existence of *mania*. Now *mania* simply means the presence of *Dementia praecox* in the highest of its three common forms; the two lower do not amount to insanity. *Dementia praecox* is a diseased moral state of mind, in which the victim suffers from the existence of morbid and anti-social complexes which suggest to him conduct he cannot resist. *Dementia minima* takes the form of an uncontrollable tendency to steal (*kleptomania*), to commit certain forms of cruelty, or to indulge in vice—such that the victim cannot be deterred even by fear of punishment. *Dementia minor* arises when this impulse is habitual, not merely casual, and becomes a guiding principle in the life and conduct of its victim—one which he often tries to resist, but in vain. *Dementia maxima*, or *mania*, *i.e.*, insanity, arises when the impulse is so strong as to form *the only* guiding principle in its victim's life, one which he never even attempts to resist, because it has complete control over his intellect and will. It is this element of irresistible impulse, often accompanied by great cunning in contriving its fulfilment, and always accompanied by the complete absence of any capacity of being deterred by fear of punishment, which is now understood to constitute insanity.

Mania may exist in many forms which we cannot here discuss. Homicidal mania is one form. *Erotomania* is another. *Egomania* and *megalomania* are others. *Kleptomania* in its extreme form is a third. *Flagellomania*, or the love of inflicting cruelty, is one of the most repulsive, and happily not very common in an extreme form. Sexual abnormalities probably consitute yet another form, but as regards these there is much difference of opinion among psychologists.

Res Judicatæ.

Depreciation of Foreign Currency.

(*Société des Hotels Le Touquet, Paris-Plage* v. *Cummings*, 1922, 1 K.B., 451, C.A.)

Since the Court of Appeal have reversed the judgment of Mr. Justice Avory in *Société des Hotels Le Touquet, Paris-Plage* v. *Cummings* (*supra*), a decision often relied on, it may be well to note in detail the point raised. In 1914 the defendant, an English lady, contracted in France a debt of francs 18,035 and undertook to pay this amount in France in French money before the end of the year. War intervened and she did not tender payment until November, 1919—by which date the franc, as we all know, had greatly depreciated. The creditor sued her in England on a specially endorsed writ, claiming in sterling the English equivalent of francs 18,035, at their value of 1914. *Pendente lite* the debtor went to France and paid there an agent of the French creditor the sum of 18,035 francs in French money: that agent did not know the full facts and gave a receipt, not in satisfaction of the debt, but merely for money paid. The question which arose was whether this was an "accord and satisfaction" of the debt, which completely discharged it, or only an incomplete payment which allowed the creditor to continue his action here and recover the sum here claimed in sterling less the present English value of the francs paid in Paris. Mr. Justice Avory took the latter view, but the Court of Appeal reversed him, not on the ground of "accord and satisfaction," but on the ground that the creditor was not entitled to claim payment in English sterling, only in French francs, so that 18,035 francs (the sum tendered) was the whole amount of the debt. The Court of Appeal took this view on the ground that (1) the debt, being contracted and payable in France in French money, was a French debt, not an English debt, (2) therefore, it was primarily payable in France,

(3) therefore, the defendant, notwithstanding delay in payment, was entitled to pay it at any time in France in French money, and (4) on such payment, of course, the depreciation of the franc would not have been any justification for demanding a larger amount. A creditor who lent 100 sovereigns in 1914 is only entitled to recover 100 Bradburys to-day, notwithstanding the depreciation of purchasing power, and the same rule, of course, applies in France to French money. It is only when there is an "international debt," *i.e.*, a debt contracted in one country and payable in another with a different currency, that questions of the depreciation of currency can arise. Within its own territory and jurisdiction no court takes notice of the depreciation of its national money. The "legal tender" value of money remains the same, within that area, notwithstanding the actual depreciation or appreciation, as the case may be.

The Admissibility of Letters written Without Prejudice.

(*La Roche* v. *Armstrong*, 1922, 1 K.B. 485.)

A question of the utmost importance to solicitors was decided by Mr. Justice Lush in *La Roche* v. *Armstrong* (1922, 1 K.B. 485). The short points of his decision were these: (1) Letters written without prejudice are inadmissible in evidence, not only against the client on whose behalf a solicitor writes them, but also against the solicitor himself in subsequent proceedings of a different character; (2) admissions made by a previous holder of a chattel during the continuance of his holding of the chattel can be put in evidence as admissions against the present holder, but not admissions made by the previous holder after he has transferred the chattel; (3) admissions made by the predecessor of a debtor who owes money, however, are not admissible against the person now charged with the burden of paying it. These points emerged out of a rather complicated set of facts and the consequent litigation. The administrator of a deceased man claimed repayment from the solicitor of the deceased's fiancée, of a sum of money, the amount of two drafts sent by the deceased to his fiancée. The plaintiff claimed that these drafts had been sent in order to procure and furnish a flat to be jointly occupied on his return from West Africa, whence he sent the drafts, and their marriage. In view of his death the purpose failed. In the meantime, the fiancée had refused to hand over the drafts and had handed part of the proceeds to the solicitor who applied them as she directed. The administrator sued the solicitor on the ground that he had received the money from his client with notice of facts constituting a trust, and that he could not apply it in accordance with her directions in any way inconsistent with the trust. Could those facts have been proved, an interesting question would have arisen as to whether or not the solicitor, in such a case, is bound by the trust of which he has implied notice. But the administrator failed to establish the fact that the money was held on trust; he tried to do so by putting in evidence letters written by the defendant, in his capacity of the lady's solicitor, to the plaintiff's solicitor, and marked "without predjudice." These letters were written for the lady, when a claim was being made against herself personally and before the institution of proceedings against the solicitor. The first letter said that the lady had received £200 and would pay over the balance not expended by her, namely, £115. The second letter said that she had handed it to her solicitor. Had these letters been available they would have constituted a *primâ facie* case against the solicitor, but the learned judge held they were not admissible. At an interview between the lady and a representative of the plaintiff she made certain statements, which would have been admissible against herself had she been sued; but the judge held that, on the principle of *res inter alios acta*, they were not admissible against the defendant, her solicitor. She was not an agent to make admissions against him, and—where a debt is concerned—the admissions of a predecessor in title of the person holding a sum of money claimed do not bind the present holder. Incidentally, although his expression of opinion on the matter was expressly given as mere *obiter*, the learned judge intimated his own view that a solicitor who receives from a client moneys which the client holds in trust cannot be fixed with notice of such trust when the client denies that any trust exists, although the facts disclosed may be such as seem *primâ facie* to indicate that there is a trust. But this *obiter dictum* of the learned judge seems to us very doubtful indeed.

Mr. James Shepherd Motion, head of the firm of James Motion and Son (Bloomsbury Square), has been elected president of the Auctioneers' and Estate Agents' Institute, in succession to Mr. Ernest J. Bigwood (Birmingham). He has been a member of the Institute since 1887, and has practised for 41 years as a valuer and agent of licensed property, having begun in his twenty-first year.

Review.

Private International Law.

A Digest of the Law of England, with reference to the Conflict of Laws. Third Edition. By A. V. Dicey, K.C., Hon. D.C.L. Formerly Vinerian Professor of English Law in the University of Oxford, etc., etc., and A. Berriedale Keith, D.C.L., D.Litt., Barrister-at-Law, and of the Scottish Bar, Regius Professor of Sanscrit and Comparative Philology in the University of Edinburgh. Stevens & Sons, Ltd; Sweet & Maxwell, Ltd. £2 5s. net.

The preface to this edition of Professor Dicey's well-known work is dated in December last. Unfortunately, he died just as it was on the point of publication, but it remains as a memorial of exact and learned investigation of a subject which is of special complexity. In his preface to the first edition (1896), he stated his aim to be to apply to the whole field of Private International Law the method of treatment which he had already applied to a large part thereof in his book on the Law of Domicil. But his restriction, for the purpose of the sphere of Private International Law, explains why he dropped the expression in the title of the book and preferred to call it "The Conflict of Laws." He was concerned only with the principles which guided English Judges when they had to come to a decision upon a point which might be subject to any one of two or more conflicting systems of law. And the limitation was observed in the second edition of 1908, and now again in the present edition. Moreover, the book deals only with the law as it stands, not with its growth. The Editors state that, "they have treated the Conflict of Laws solely from the point of view of the Law of England as it at present stands, and have not attempted to trace, except for the purpose of illustration, the growth of this branch of English Law."

The general arrangement of the book remains the same. After an Introduction stating the nature of the subject, its general treatment, and the general principles which govern it, Book I deals with the preliminary matters—Interpretation of Terms; Domicil; and British Nationality; Book II with the Jurisdiction of the High Court and of Foreign Courts; and Book III with Choice of Law. There have been rather extensive changes in the series of Notes which make up the Appendix. To some of these attention is called in the Preface. Thus the lengthy Note on "Limits of Taxation in respect of Death Duties and Duties of Income Tax" has been withdrawn, and room made for a Note on "Jurisdiction in respect of Alien Enemies" which was suggested by the numerous cases, such as *Porter* v. *Freudenberg* (1915, 1 K.B., 85) and the *Daimler Co's Case* (1916, 2 A.C. 307), decided during the war. New Notes (13, 14 and 15) have been added on certain difficult problems of divorce and nullity jurisdiction. And we notice that Note 20 on "Powers of Appointment and the Wills Act, 1861," has been withdrawn, presumably because the question there discussed has been cleared up by the decisions in *Re Walker* (1908, 1 Ch. 560) and *Murphy* v. *Deichler* (1909, A.C. 447), which are referred to in the text under Rule 199, defining the conditions under which a power of appointment is validly exercised by will. The corresponding rule in the former edition was 189. Perhaps it would have been more convenient had the numbering of the rules been retained.

As an example of the care and minuteness with which the Rules are elaborated, we may refer to those on legitimation by subsequent marriage. Here, as is well-known, the Conflict of Laws arises from the different principles prevailing under the English Common Law, and Scottish and Continental systems which are founded on the Roman law. Originally the Northern States of America followed the Common Law, but, as is pointed out in a note on p. 522, legitimation is now recognized by nearly all the States of the United States, and it is also pointed out that the same course is likely to be taken here. In fact the measure dealing with the subject was only postponed in the House of Lords last session because there was no opportunity of considering all the legal consequences involved. Equally interesting are the series of Rules—161 *et seq.*—dealing with the law which is to govern Contracts. According to a well-established principle, it is for the parties to choose this law, and if they state their intention in the contract, then such intention prevails: *Lloyd* v. *Guibert* (L.R. 1 Q.B. 115, 122); but if they do not state it, then their intention has to be inferred from the terms and nature of the contract, and the general circumstances of the case. The law as thus ascertained, Prof. Dicey calls "the proper law of the contract." And, finally, we may call attention to the discussion and criticism in Note 8 in the Appendix of the draftsmanship of the British Nationality, &c., Act, 1914, and particularly to the confusion of ideas involved in the reference to a person as being born "within His Majesty's dominions and allegiance"—a combination of two different ideas as to the basis of nationality. Prof. Dicey found a very competent assistant in Prof. Keith Berriedale, and the present edition will maintain the high reputation of the work.

Books of the Week.

Marine Insurance.—Marine Insurance, Fundamental Principles of the Relationships between Assured, Insurance Broker and Insurer, and the effect of the Hague Rules, 1921, on Policies on Goods. Lectures by Howard B. Hurd. Effingham Wilson. 3s. 6d. net.

Prisons.—English Prisons under Local Government. By Sidney and Beatrice Webb. With Preface by Bernard Shaw. Longmans, Green and Co. 15s. net.

Correspondence.

The first Woman Barrister.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—It is interesting on several grounds to record that the first lady barrister is the daughter of a solicitor, and doubtless solicitors will watch Miss Ivy Williams' career with interest and sympathy.

It is not surprising the efforts of a section of the Bar to induce H.M. the Queen to become the first lady barrister failed. Direct representation, in fact, was made to Her Majesty showing there was no special justification for such a request, and that, if it were acceded to, other professions had as much right to enrol the Queen as a first lady member.

HARVEY CLIFTON.

4, New Court, W.C.,
10th May.

CASES OF THE WEEK.

High Court—King's Bench Division.

Re **DAVID ALLESTER, LTD.** Astbury J. 3rd May.

COMPANY—PLEDGE OF GOODS—DELIVERY OF DOCUMENTS OF TITLE—AUTHORITY TO PLEDGOR TO SELL—BILL OF SALE—MORTGAGE—REGISTRATION—BILLS OF SALE ACT, 1878 (41 & 42 Vict., c. 31), s. 4—COMPANIES (CONSOLIDATION) ACT, 1908 (8 Edw. 7, c. 69), s. 93.

A company pledged goods to a bank by delivery of a bill of lading, and, for the purpose of realisation, the company undertook to sell the goods and to hold the proceeds on behalf of the bank. The company having gone into liquidation, the liquidator claimed the goods on the ground that the undertaking was not registered and was therefore void.

Held, that the document did not require registration and that the bank was entitled to priority.

This summons taken out by the liquidator of David Allester, Ltd., raised a question of great interest in commercial circles. It is a custom when merchants pledge goods to a bank by delivery of documents of title for the bank to allow the pledgor, when it is desired to realise the goods, to effect the sale on the pledgor giving to the bank a document undertaking to hold the proceeds on account of the bank. In the present case the form of document used by the bank was a letter addressed to them by the company as follows: "Gentlemen, We have to acknowledge receipt of invoice, bill of lading and copy of insurance policy. We receive the above in trust on your account and we undertake to hold the goods when received and their proceeds when sold as your trustees. We further undertake to keep this transaction separate from any others and to remit you direct the entire net proceeds when realised, but not less than the amount of the loan within twenty-eight days from this date. We undertake to cover the goods by insurance against fire and to hold the policy on your behalf. Yours faithfully." The liquidator took out this summons for directions whether the bank was entitled to any priority in respect of its claims. He claimed that the documents were not valid as against him in default of registration either (*a*) as bills of sale within s. 4 of the Bills of Sale Act, 1878, as being declarations of trust without transfer, or (*b*) under s. 93 of the Companies (Consolidation) Act, 1908, as being a mortgage or charge of book debts of the company. He contended that the documents did not fall within the exception in s. 4 of "any other documents used in the ordinary course of business as proof of the possession or control of goods."

ASTBURY, J., in giving judgment for the bank, said that the question was whether the giving of the document operated to deprive the bank of the security which it undoubtedly had under the previous pledge of the goods. The liquidator raised two points (1) That the document was void for want of registration as a bill of sale, and (2) that it was void for want of registration as a mortgage or charge of book debts under the Companies (Consolidation) Act, 1908. It was contended on his behalf on the first point that the document, if given by an individual, would require registration as being a "declaration of trust without transfer," and that it was not covered by the exception in s. 4 of the Bills of Sale Act, 1878, as being a document "used in the ordinary course of business as proof of the possession or control of goods." In his judgment the document did not fall at all within the definition in the Bills of Sale Act. The rights of the bank as pledgee were complete on the delivery of the bill of lading or other documents. The document in question was merely an authority given by the bank and acknowledged by the company under which the pledgees authorised the pledgors to sell. The rights of the pledgees did not arise under the document in question (see *Ex parte Hubbard*, 17 Q.B.D. 690). The bank as pledgee had the right to realize the goods from time to time and it was more convenient to allow the realization to be made by experts such as the pledgors, and the pledgee was entitled to do this (see *North Western* v. *Poynter, Sons, and Macdonald*, 1895, A.C. 56). If that was so, it was unnecessary to consider whether the document fell within the exception in s. 4; but if it were necessary to decide this, the case of *Re Hamilton Young & Co.* (1905, 2 K.B. 772) seemed to be an authority for saying that such a document was used in the ordinary course of business as proof of the possession or control of the goods. The liquidator's counsel had referred to the judgments in *Dublin City Distillery* v. *Doherty* (1914, A.C. 823), but in the present case the trust authority was wholly different from the document in that case. The evidence given was sufficient to prove that the document here was within the exception. Here the security already existed and the document was only an authority to the pledgors to sell. The point therefore raised under the bills of sale failed primarily because the document did not fall within the definition of bills of sale in s. 4. As to the second point, whether the document required registration under s. 93 of the Companies (Consolidation) Act, 1908, the object of the section was perfectly plain. Counsel for the liquidator did not disguise the fact that if they succeeded on the language of the section, they would upset a long established custom in the City of London and other commercial centres. The answer to their contention appeared to be that the document was no mortgage of or charge on book debts in any true sense. The bank had its charge before the document, and the document was not intended to give a charge, but to enable the goods to be realized, as goods in such cases had been realized for years and years. It was suggested that the present case fell within *Ladenburg & Co.* v. *Goodwin, Ferreira & Co.* (1912, 3 K.B. 275), and the judgment of the Master of the Rolls in that case, but the facts there were entirely different. There the bank had no pledge until the transaction, and there was undoubtedly a charge upon book debts. The case did not appear to have any bearing on the present case. Here the bank as pledgee by the document created a trust agency for the purpose of realization of the property. In no sense was the document a mortgage or charge within s. 93. There would be a declaration that the bank was entitled in priority to the goods or their proceeds so far as they could be traced.—COUNSEL: *Clauson*, K.C., and *Archer*; *MacKinnon*, K.C., and *Dighton Pollock*. SOLICITORS: *Rawle, Johnstone & Co.*; *Durrant Cooper & Hambling*.

[Reported by S. E. WILLIAMS, Barrister-at-Law].

Probate, Divorce and Admiralty Division.

WEBSTER *v.* **WEBSTER.** Hill J. 27th April.

HUSBAND AND WIFE—WIFE'S UNDEFENDED SUIT FOR RESTITUTION OF CONJUGAL RIGHTS—RETURN BY HUSBAND TO COHABITATION DURING PENDENCY OF SUIT—NO BONÂ FIDE INTENTION BY HUSBAND TO RESUME COHABITATION—DECREE.

After the wife had filed a petition for restitution of conjugal rights in consequence of her husband having left her, he returned to her and occupied the same bed with her for eighteen days, but refused marital intercourse or to associate with her, and he also kept on an establishment of his own. He stated to his wife that he only returned to her to avoid the publicity of the proceedings for restitution, and never intended to live with her as her husband. He then left her again and stated the above again in a letter which he left for her.

The Court held that there was no genuine attempt or intention on the part of the husband to return to his wife, and pronounced a decree on the wife's petition.

In this undefended suit, Mrs. Mary Ashworth Webster, of Wymering-mansions, Maida Vale, prayed for a decree of restitution of conjugal rights against John Sutton Webster, a doctor. The petitioner was married on 26th October, 1911, at St. Mark's Church, Butterworth, in the province of Wellesley, Straits Settlements. Afterwards her husband and she lived at Penang, where he had a medical appointment. There was no issue. During the war her husband served in Salonica. He visited her when he was on leave; but they were not happy together. After the war they lived in the East for a short time, and then in Wymering Mansions. Her husband left her there on 1st November, 1921, and wrote to her from the Charing Cross Hotel, saying that they were "temperamentally unsuited to one another." Hence it appeared useless to attempt "to carry on" again. To that letter she replied on 2nd November, 1921 in a letter concluding: "Do think it over, and come back to your heartbroken Mary." In answer to that letter her husband wrote: "Dear Mary—I have carefully reconsidered the whole matter, but despite this, I am forced to the same conclusion—namely, that we shall be far happier apart. In consequence, I do not intend to return to you." She consulted her solicitors, and filed a petition for restitution of conjugal rights. On 10th February, 1922, without any warning, her husband returned to the flat. He said that he had come back because he did not want the case to get into the newspapers, but he said that he had no intention of living with her as her husband. He said that he would take her to dinner and to a theatre once a week and to luncheon once a week, but that was the most that he would do. They occupied the same bed, as the only other bed in the flat was occupied by her aunt. He also told her that he was keeping on a flat in Earl's Court, which he had been previously occupying. He showed no affection for her. She told him that she was not prepared to live with him on those terms. On 28th February, 1922, she found that her husband had gone, and had left a letter, dated 27th February, which concluded: "As I told you then, I did not intend to live with you as a husband and I do not intend to do so again after the experience of the last two weeks. The flat's so small that life in this manner is hardly fair to you, and no joy to me, so I am clearing out. After all, it is the lesser evil. Whatever course you may take, I hope it will provide more happiness for you than I have ever been

able to give you." Her husband had not since returned to her. Counsel for the wife referred to the case of *Wylie* v. *Wylie* (1918, P. 1). He said that there had never been a *bonâ fide* compliance by the husband with the wife's request to return; moreover, the husband had again left the wife, and had stated in his letter that he did not intend to live with her as a husband. His return was a mere pretence.

HILL, J., in giving judgment, said: I am not so sure that his return was entirely a pretence; from his point of view it was the lesser of two evils; but after a trial he says that he found it the greater, and repented his choice. But I should be causing unnecessary trouble and expense if I refused a decree upon this petition; for the wife is clearly entitled to file a fresh petition, and on that to obtain a decree. Having regard, then, to the husband's conduct during the period of his return, and to the letter which he wrote after he left, and to the fact that he kept on another establishment, I am prepared to find that there was no genuine attempt or intention on his part to return to his wife, and I am entitled to disregard that interval and to pronounce a decree on the wife's petition, based on the husband's refusal to return in November last. There will be a decree for restitution of conjugal rights, with costs, to be obeyed within fourteen days after service.—COUNSEL: *Talbot-Ponsonby*; SOLICITORS: *Rawle, Johnstone & Co.*

[Reported by C. G. TALBOT-PONSONBY, Barrister-at-Law.]

CASES OF LAST SITTINGS.

Court of Appeal.

HUNTER *v.* SIMNER. No. 1. 7th April.

WORKMEN'S COMPENSATION—ARBITRATION—APPEAL—FINDINGS OF COUNTY COURT JUDGE DOUBTED—POWER OF COURT OF APPEAL TO ORDER RE-HEARING OR NEW TRIAL—ORDINARY RULES GOVERNING APPEALS FROM ARBITRATION NOT APPLICABLE—COUNTY COURT JUDGE AND DEPUTY—RE-HEARING BY JUDGE IN CASE WHERE AWARD MADE BY DEPUTY—WORKMEN'S COMPENSATION ACT, 1906 (6 Edw. 7, c. 58) Sch. II (4)—R.S.C. Ord. 58, Rr. 4, 20 (D).

Notwithstanding that the county court judge who hears a claim for compensation under the Workmen's Compensation Act, 1906, is an arbitrator, the ordinary rules as to appeals from an arbitration do not apply. The combined effect of r. (4) *of Sch.* 2 *of the Act, and rr.* 4 *and* 20 (d) *of ord.* 58 *is that an appeal lies from such county court judge to the Court of Appeal, and upon that appeal the Court can make an order for the county court judge to re-hear the matter, or such other order as it may think fit.*

A county court judge sitting as arbitrator under the Act is sitting in his official capacity as judge of the court, and not as an individual. Therefore where a claim has been heard and an award made by a deputy judge, such award will represent the decision of the judge himself, who, in the event of a re-hearing being ordered, will be competent to re-hear and adjudicate upon the matter.

Appeal from a decision of the judge at Lambeth county court, sitting as arbitrator under the Workmen's Compensation Act, 1906. The appellant's son, a boy of seventeen, died as the result of injuries sustained by a fall while in the employment of the respondent. Upon a claim by the appellant for compensation it was suggested that the boy might have had a fit. The deputy county court judge found that there was no evidence of an accident arising out of the employment, and made an award in favour of the employer. The Court of Appeal held that the facts did afford evidence that the accident arose out of the employment, and that whether the evidence established the accident was for the county court judge to decide. It therefore directed that the award should be set aside, and that the matter should go back to the county court judge for a new trial. The matter came before the county court judge himself. He pointed out to the parties concerned, (1) That the Court of Appeal had ordered a new trial, when it should, in fact, have ordered a re-hearing; (2) That, in his view, the appeal being in an arbitration, it was doubtful whether the Court of Appeal could make the order it had made, or whether it could set aside the award; (3) That as the arbitration had been before the deputy county court judge, and as the latter was *functus officio*, it was not competent for him (the county court judge himself) to hear the claim. He offered, however, to proceed with the hearing if both parties agreed to waive these points and be bound by his decision. The respondent having declined to do so, the appellant appealed to the Court of Appeal to confirm their order. The Court allowed the appeal.

Lord STERNDALE, M.R., said that he agreed that the words "new trial" were not accurate, although, curiously enough, they were used in the Workmen's Compensation Act, 1906. The proper word was "re-hearing," but with that alteration, the order must stand, and the words "the award be wholly set aside" must remain, otherwise there would ultimately be two awards. The county court judge was wrong in thinking that, because there were arbitration proceedings, the incidents of an ordinary arbitration attached, because by rule 4 of schedule II of the Act, the provisions of the Arbitration Act were excluded and an appeal was given direct to the Court of Appeal. That meant that the latter court could send a case down to be tried again, or re-heard, and that power was exercised, not according to the rules governing arbitrations, but according to the general principles upon which the Court of Appeal was empowered to act. As regards the third point raised by the county court judge, it seemed that these cases did not go before a county court judge as a particular person, but under schedule II, rule 2, of the Act of 1906, which directed that ". . . the matter shall be settled by a single arbitrator agreed on by the parties, or in the absence of agreement by the judge of the county court, according to the procedure prescribed by rules of court." The matter, therefore, went to the judge, not as an individual acting as arbitrator, because he was that individual; it went before him as judge of the county court. Interlocutory matters were probably often heard by the registrar, acting for the judge. Therefore it seemed that it was the judge of the county court who must be deemed to be acting, and not the particular person who might at any time fill the office; in short, a hearing by the deputy county court judge was, in this sense, the same thing as a hearing by the judge himself. The appeal must therefore be allowed, the only alteration in the original order being that there must be a re-hearing instead of a new trial.

ATKIN, L.J., delivered judgment to the same effect and YOUNGER, L.J. agreed.—COUNSEL: for the appellant, *Paull*; for the respondent, *Vaughan*. SOLICITORS: *Lewis Barnes & Co.*; *W. H. Armstrong & Co.*

[Reported by G. T. WHITFIELD-HAYES, Barrister-at-Law.]

BERTON & OTHERS *v.* ALLIANCE ECONOMIC INVESTMENT COMPANY LIMITED. No. 2. 2nd March.

LANDLORD AND TENANT—DWELLING-HOUSE—LEASE—COVENANT NOT TO "PERMIT" THE HOUSE TO BE USED OTHER THAN AS A PRIVATE DWELLING-HOUSE—HOUSE UNDERLET IN SEPARATE TENEMENTS—ABSTENTION FROM ACTION AGAINST UNDER-TENANTS—REASONABLE PROBABILITY OF FAILURE.

The defendants were the assignees of an eighty years' lease of premises of which the plaintiffs were the freeholders. The lease contained a covenant by the lessee "not to permit" the house to be used otherwise than as a private dwelling-house. The defendants granted a seven years' lease of the premises to M, subject to similar covenants. M, in breach of his covenants, underlet the premises as weekly tenements to four families as his sub-tenants of the different floors. The defendants took action and recovered possession of the premises as against M only, but they took no action to eject the weekly under-tenants, on the ground that they were advised that, having regard to the provisions of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, they could not reasonably hope to succeed and that there was every probability of failure.

Held, that abstention from taking action in such circumstances did not constitute permitting the acts to continue, and the plaintiffs had failed to establish that the defendants had committed a breach of covenant in so abstaining.

Judgment of Coleridge, J., *reversed*.

Appeal from the judgment of Coleridge, J. (38 *Times* L.R. 187). The plaintiffs claimed to recover possession of a house at Camberwell on a forfeiture for breach of covenants in the lease. The plaintiffs, who were the freeholders, in December, 1907, granted an eighty years' lease of the premises to one Bayldon, who assigned the lease to the defendants. In November, 1919, the defendants granted a seven years' lease of the premises to one Mackintosh at the annual rent of £150. In 1920, Mackintosh sub-let the premises to four families as his sub-tenants of the different floors of the house. In May, 1920, the plaintiffs objected to this sub-letting on the ground that the presence of the sub-tenants constituted breaches of the covenants of the lease of the premises. The lease of 1907 contained covenants "not to use the premises or any part thereof, or permit the same to be used, for any purpose whatsoever, other than for the purpose of a private dwelling-house, wherein no business of any kind is carried on, nor do or suffer to be done in or on the demised premises anything which may in the judgment of the lessors be or grow to the injury or annoyance of the lessors or any of their tenants, or of any of the occupiers of any contiguous or adjoining premises, or of the public or neighbourhood, without the previous licence in writing of the lessors," and there was a provision for re-entry on the non-observance of any of the covenants of the lease. The lease of November, 1919, to Mackintosh contained similar covenants, and it also contained covenants not to assign, under-let, or part with the possession of the premises, or any portion thereof, without the consent of the lessors. Mackintosh having, in breach of his covenants, sub-let the premises, the defendants issued a writ against him, and in July, 1920, they obtained an order against him for possession. As between the defendants and Mackintosh, the house was not within the protection of the Rent Restriction Acts. But the sub-tenants could not be got rid of, as they came within the protection of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920. The defendants took no action against the sub-tenants, either by proceedings in ejectment, notice to quit, or even request to vacate. They were advised that proceedings for ejectment would stand little chance of success, having regard to the provisions of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920. Coleridge, J., held that the defendants, in taking no action to get rid of the sub-tenants, had committed a breach of the covenant, "not to permit the premises to be used otherwise than as a separate dwelling-house." He accordingly gave judgment for the plaintiffs, and the defendants appealed.

BANKES, L.J., in the course of his judgment said: For the purpose of this case, it must be taken that the presence of these sub-tenants constituted breaches of the covenants. Coleridge, J., held that the plaintiffs had satisfied him that there had been a breach of the covenants, or, in

other words, that the defendants had permitted or suffered the acts complained of. The question was whether the evidence justified the conclusion of the learned judge. It was not necessary to decide the question whether a lessee who had undertaken not to permit or suffer any particular thing upon the premises could be held to have committed a breach of covenant merely because he did not take legal proceedings to prevent the thing complained of being done. The case of *Toleman* v. *Portbury* (1870, L.R. 5 Q.B. 288), was useful as indicating the position of a plaintiff who sought to recover possession on the ground of forfeiture. The onus being on the plaintiffs to prove an actual permitting or suffering, the Court had to consider what was the meaning of permitting or suffering a thing. A man who covenanted not to permit or suffer did not also covenant not to sympathise with a person who was in possession contrary to the terms of the lease. Nor did it include a covenant not to tell that person what he honestly believed his position to be. The covenant was not wide enough to include a covenant to take steps to prevent the continuance of the act complained of. In *Hobson* v. *Middleton* (1827, 6 B. & C. 295), the question was whether the defendant in that case had permitted and suffered an encumbrance on the premises because he himself executed a deed to which he was a necessary party. It was laid down by Bayley, J., that the words "permitting and suffering" did not bear the same meaning as "knowing of and being privy to." The words meant that the defendant should not concur in any act over which he had a control. In *Reg.* v. *Staines Local Board* (1888, 5 *Times* L.R. 25), Field, J., said that a man could not be said to suffer a thing which he had no right to prevent. The observations of Lopes, L.J., in *Hall* v. *Ewin* (1887, 37 Ch. D. 74) showed that there was a marked distinction between permitting and suffering and a covenant such as hindering or preventing or such a covenant as the Court was asked to imply in this case. The Court were asked to read those words as if they were a covenant not to sympathise with or not to point out to persons their real legal position, or a covenant to take steps to prevent the continuance of any objectionable act. In *Wilson* v. *Twamley* (1904, 2 K.B. 99), Collins, M.R., said that the words "to suffer to be done" *prima facie* might involve the doing of some act or some abstention from action by the covenantor or by some person standing in the relation of agent to him, a relationship which did not exist between lessor and lessee. There was no suggestion that the defendants had done anything. The suggestion was that they had abstained from doing something and the question was whether they had abstained from taking some steps which, in the circumstances, it was reasonable for them to take. To decide that question, the effect of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, on the position of these under-tenants must be considered. The judgment was recovered against Mackintosh on the day after the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, came into operation. By that time notice to quit had been given by Mackintosh to the under-tenants. Was it a reasonable thing for the defendants at that time to take legal proceedings to eject the under-tenants. On the state of the authorities as they then existed, on the proper construction of the Act of 1920, there was sufficient to justify a reasonably prudent solicitor in advising his clients that the case was one in which there was no certainty of success and that there was every probability of failure. In these peculiar circumstances it could not be said that the defendants had abstained from taking reasonable steps to get rid of the under-tenants, having regard to the facts as they knew them. The facts fell short of the proof which the plaintiffs were bound to give in an action of this kind that there was an abstention from taking proceedings which it was reasonable for them to take; and which, if taken, would have produced the evacuation of the premises by the under-tenants. In these circumstances the appeal must be allowed.

ATKIN, L.J., agreed. It was not sufficient to show that the premises had been used in a way which would constitute a breach of covenant unless it was also shown that the user was by the defendants or their agents. It was said that the defendants permitted the premises to be used contrary to the terms of the covenant. The word "permission" involved either that the tenant gave leave for an operation, which, without leave, could not be carried out, or that he abstained from taking reasonable steps to prevent the operation, and acts short of that, such as sympathising with or assisting, were not sufficient to constitute permission. It was clear that the defendants gave no leave, either to Mackintosh to let the premises, or to the tenants to remain in the premises, and there was no abstaining from taking reasonable steps to prevent. In this case before the judgment against Mackintosh was actually signed, Mackintosh had given a week's notice to quit to all the sub-tenants and they therefore would have had to quit possession if they had not made a claim to remain in possession under the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920. The gravamen of the charge against the defendants was that they took no proceedings to obtain possession against the sub-tenants. The answer of the defendants was that in a similar case under the earlier Rent Restriction Act, the Court had held that in such a case the tenant would have a right to remain in possession, and the terms of the Act of 1920 were such as to make it extremely doubtful whether it would be possible to obtain an order for possession against the under-tenants. If the Court came to the conclusion that there was a reasonable doubt whether legal proceedings would have any effect, and as the defendants had taken legal advice and had come to the conclusion that they could not reasonably hope to succeed, then abstention (from taking proceedings) in those circumstances could not be said to amount to permitting the acts to continue. Therefore the plaintiffs had failed to establish that there had been a breach of covenant by the defendants and the judgment appealed from should be set aside and entered for the defendants with costs.

YOUNGER, L.J., was so entirely of the same opinion that he thought it unnecessary to add anything. Appeal allowed.—COUNSEL: *Inskip*, K.C., and *Joshua Scholefield*; *Hollis Walker*, K.C., and *Claughton Scott*. SOLICITORS: *H. B. Nesbitt & Co.*; *Druces* and *Attlee*.

[Reported by T. W. MORGAN, Barrister-at-Law.]

High Court—Chancery Division.

In re **UCAR'S PATENT.** Sargant, J. 4th April.

PATENT—REVOCATION—PUBLICATION IN—EARLIER BRITISH PATENT—EARLIER AMERICAN PATENT SUBSEQUENTLY PATENTED IN UNITED KINGDOM—PATENTS AND DESIGNS ACT, 1907 (7 Edw. 7, c. 29), ss. 11 and 26—PATENTS AND DESIGNS ACT, 1919 (9 & 10 Geo. 5, c. 80), s. 4.

An application to revoke a patent under s. 26 of the Patents and Designs Act, 1907, can still only be made on grounds on which the grant of the patent might have been opposed.

Accordingly a patent granted in 1916 *cannot be revoked on the ground that the invention had been* (1) *published in the specifications of prior British patents, because that was a ground for application for revocation only introduced by s. 4 of the Patents and Designs Act,* 1919, *or* (2) *claimed in the specification of a British patent of* 1920, *because that was not in existence at the time of the grant to the patentee in* 1916.

The extension of the time within which an invention patented in the United States of America can be patented in this country does not enable the British patent, if obtained after the date of the patent it is sought to revoke, to be used as a ground of revocation.

This was an application under s. 26 of the Patents and Designs Act, 1907, for an order for the revocation of letters patent No. 2413 of 1915 granted in March, 1916, to a patentee upon an application made in 1915 on the grounds (1) that the invention had been published in the specifications of three prior British patents of 1913, (2) that the invention had been claimed in the specification of British Patent No. 19,954 of 1920, and (3) that the method of the invention was not sufficiently or fairly described in the complete specification. The Assistant Comptroller declined to accede to the application by revoking the patent, but directed the insertion in the complete specification of specific references to the four specifications upon which the application for revocation was based. The patentee petitioned by way of appeal from this decision. Section 11 of the Patents and Designs Act, 1907, enacts that any person may at any time within two months from the date of the advertisement of the acceptance of a complete specification give notice of opposition on, amongst other grounds, the above grounds (2) and (3). Section 26 of the Act provides as follows:—"Any person who would have been entitled to oppose the grant of a patent, or is the successor in interest of a person who was so entitled, may within two years from the date of the patent in the prescribed manner apply to the Comptroller for an order revoking the patent on any one or more of the grounds on which the grant of the patent might have been opposed." By s. 4 of the Patents and Designs Act, 1919, which came into force on the 23rd of December, 1919, ground (1) was made an additional ground of opposition, and s-s. (1) of s. 21 of that Act provided that "this Act shall, except where otherwise expressly provided, apply to patents granted . . . before as well as after the passing of this Act." The period of two years provided in s. 26 of the Act of 1907 was temporarily extended by Rules made under the Patents and Designs and Trade Marks (Temporary Rules) Act, 1914, and accordingly the application to revoke was in time. The British Patent No. 19,954 of 1920 was granted in respect of an invention contained in a patent which had been taken out in 1914 in the United States of America under Article 307 of the Treaty of Peace with Germany.

SARGANT, J., after stating the facts, said: Nothing has happened to alter the provision in s. 26 of the Act of 1907 that a person applying under that section to revoke a patent can only do so on a ground "on which the grant of the patent might have been opposed." When the patent was granted in 1916, publication in a prior British specification was not a ground of opposition, and it is not therefore competent for the company to avail themselves of that ground. The British Patent No. 19,954 of 1920 was not in existence at the time of the grant to the patentee in 1916, and it also cannot therefore be used as a ground of revocation. Further there is no ground for directing insertion of references to the three prior British specifications.—COUNSEL: *R. Moritz*; *K. R. Swan*. SOLICITORS: *Kinch and Richardson*; *E. W. L. U. Peters*.

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

PARKINSON *v.* **WEST RIDING OF YORKSHIRE COUNTY COUNCIL**
Div. Ct. 21st Feb.

HIGHWAY—LOCAL AUTHORITY—REPAIRS—ROAD NOT SAFE FOR TRAFFIC—ACCIDENT—NEGLIGENCE—LIABILITY—NON-FEASANCE—MISFEASANCE.

A motor-cab was overturned late at night, owing to the disturbed condition of a highway, at a point which was being repaired by the local authority. At 4.30 *p.m. on the previous afternoon the workmen had left the road in the following*

condition—one half consisting of loose stones which had been rolled in by a steam-roller, and the other half undisturbed for the passage of traffic. The latter half was at a lower level than the former. The road was left unguarded and without lights, and, during the evening, the loose stones were disturbed, owing to the passage of a number of chars-a-bancs, and the accident occurred while the road was in this condition.

Held, affirming the decision of the county court judge, that a case of misfeasance had been proved against the local authority.

Shoreditch Borough Council *v.* Bull (90 L.T.R. 210); Great Central Railway Co. *v.* Hewlett (1916, 2 A.C. 511) and McLelland *v.* Manchester Corporation (1912, 1 K.B. 118) *referred to.*

Appeal from a decision of the Wakefield County Court Judge. A portion of a main road in the West Riding of Yorkshire was under repair. At the point in question the road was about 19 feet in width and a section about 8½ yards long by 3½ yards wide had been relaid with new metal, consisting of loose stones. On the date in question, the metalling was rolled by a steam roller until 4.30 p.m. The other half of the road had been left for the passage of traffic and its surface was undisturbed, but it was lower in level than that portion of the road over which the steam-roller had been at work. At 4.30 p.m., when the men left their work, the operation of rolling was incomplete and they left the strip of road unfenced, unlighted and unguarded. It was proved that the workmen knew that a number of chars-a-bancs had passed over the road and would probably perform their return journey along that road before midnight. This occurred and the road was "ruffled up," with the result that a motor-cab, which came along the road after they had returned over it, on reaching the portion of the road under repair, skidded and was overturned, both the passengers and the cab being injured. The plaintiff claimed damages in the county court from the local authority, and the county court judge found that the section of the road was, at the point in question, not reasonably safe for the purposes for which it was intended to be used; that it was, when left at 4.30 p.m. in the afternoon, in such a condition as to be likely to become during the dark hours of the following night, and was during those hours, a danger to persons lawfully using it; that the defendants did not take proper care to warn the public of the existence of the danger; that they omitted to fence or light, during the dark hours of that night, the portion of the section of the road upon which the repairs were being done, precautions which would have made the work done safe instead of dangerous, and that the leaving of that portion of the section of the road without light and warning was negligence. During the hearing the cases referred to in the head-note were referred to (*inter alia*), and the county court judge found, on the facts of the case, that misfeasance on the part of the defendants was proved and that the plaintiff succeeded. The defendants appealed.

SWIFT, J., in delivering judgment, stated the facts and said that, in his opinion, there was ample evidence to justify the county court judge in finding as he did, and that the appeal must be dismissed.

ACTON, J., agreed, and the appeal was dismissed.—COUNSEL: *Barrington-Ward*, K.C., and *Joshua Scholefield*; *H. R. Bramley*. SOLICITORS: *W. Irwin Mitchell*, Sheffield; *J. C. McGrath*, Wakefield.

[Reported by J. L. DENISON, Barrister-at-Law.]

FEDERATED COAL & SHIPPING CO. LTD. *v.* THE KING.

Div. Ct. 17th and 24th March.

SHIP—DETENTION BY ADMIRALTY—NATIONAL EMERGENCY—DELAY—LOSS—CLAIM BY CHARTERERS FOR COMPENSATION—INDEMNITY ACT, 1920 (10 & 11 GEO. 5, c. 48), s. 2.

A ship was hired under a time charter (not by demise) for the conveyance of coal from a home port to a foreign port. Owing to a national emergency, she was delayed at the home port for eighteen days by order of the Admiralty. The charterers were, consequently, obliged to pay £5,000 for the hire of the vessel during the period of delay, and they claimed compensation for this loss by Petition of Right.

Held, (1) *that there was no implied contract between the charterers and the Crown, and* (2) *that there was no right to compensation under Defence of the Realm Regulation No.* 39 BBB, *or at common law,* (3) *that it might be that they would have some right to compensation on an application to the Defence of the Realm Losses Commission, under the Indemnity Act*, 1920.

Petition of Right. In October, 1920, the steamship "Norburn," which was on time charter to the suppliants (not by demise), was loading coal in Barry Dock for carriage to Nantes. A coal strike being in progress, the naval transport officer at Cardiff, acting for the Admiralty, and within the scope of his authority, ordered the master of the vessel to take her into the roads, and to await further instructions. It was thought that the coal might be required for some ill-supplied British port. The vessel had not quite completed her cargo, and the master requested the transport officer to put the order in writing, which he did in a letter dated 18th October. The vessel was kept waiting in the roads until 4th November, and was then allowed to proceed on her voyage. The suppliants were obliged to pay the chartered hire for the eighteen days' detention amounting to about £5,000, and they claimed to recover that sum, or a sum of money, as compensation for the loss suffered by them in consequence of the master obeying the Admiralty instructions as he was bound to do.

BAILHACHE, J., in delivering judgment, said that the suppliants' contention was that they had been requested by the Admiralty to allow the vessel to lie in the roads at their disposal and had assented to this request. Consequently, an implied promise to indemnify them against the loss arose. If that were the correct view, the claim would, in his opinion, be well founded. There were, however, two objections to that view. In the first place the instructions were not a request but an order justified under Regulation 39 BBB, of the Defence of the Realm Regulations. The suppliants could not resist such an order and no implied contract arose from such facts (see *Attorney-General* v. *De Keyser's Royal Hotel*, 1920, A.C. 508, at p. 523). Secondly, if there had been a request and assent, any implied contract would have been between the Admiralty and the owners. The suppliants further contended that they were deprived of the use of the vessel for eighteen days by the Admiralty, and that an intention to deprive the subject of property without giving him a right to compensation was not to be imputed to the Legislature unless that intention was expressed in unequivocal terms. That principle was, however, confined to property and the suppliants had no property in this vessel. They merely had a contractual right to order her master to perform voyages with her for their benefit. This principle of law had no application to the rights of the suppliants (see *Elliott Steam Tug Co. Ltd.* v. *Shipping Controller*; 1922, 1 K.B. 127, at p. 139). His lordship held, therefore, that there was no implied contract, and that there was no right to compensation under Regulation 39 BBB or at common law. It might be that the suppliants had some right to compensation under s. 2 of the Indemnity Act, 1920, in which case the proper tribunal would be the Defence of the Realm Losses Commission. There must be judgment for the Crown.—COUNSEL: *R. A. Wright*, K.C., *and Le Quesne*; *Sir Ernest Pollock*, K.C. (Attorney-General) and *G. W. Ricketts*. SOLICITORS: *Botterell & Roche*; *Solicitor to the Board of Trade.*

[Reported by J. L. DENISON, Barrister-at-Law.]

Court of Criminal Appeal.

REX *v.* JONES. 20th March.

CRIMINAL LAW—HABITUAL CRIMINAL—EVIDENCE—PROOF OF SUBSTANTIVE OFFENCE—IRREGULARITY—"NO SUBSTANTIAL MISCARRIAGE OF JUSTICE"—CRIMINAL APPEAL ACT, 1907 (7 Edw. 7 c. 23), s. 4, s-s. (1)—PREVENTION OF CRIME ACT, 1908 (8 Edw. 7, c. 59), s. 10.

Where the prosecution, in charging an offender with being an habitual criminal under s. 10, *s-s.* (4) *of the Prevention of Crime Act*, 1908, *rely on the commission of a crime as part of the material to show that he is "leading persistently a dishonest or criminal life," the crime must be proved to conviction in the usual way. Evidence of the commission of an offence cannot be given to the jury after they have been informed of the prisoner's previous convictions. To offer such evidence would be an irregularity, which, in the absence of material showing that the jury must inevitably have come to the same conclusion apart from such evidence, entitle the prisoner to have his conviction of being an habitual criminal quashed, notwithstanding the proviso to s.* 4, *s-s.* (1) *of the Criminal Appeal Act*, 1907, *hereby the court may dismiss the appeal if they consider that "no substantial miscarriage of justice has actually occurred."*

Appeal against conviction. The appellant, Harold Jones, was convicted at the Central Criminal Court, in January, 1922, of burglary, and of being an habitual criminal, and he was sentenced to five years' penal servitude for the burglary and five years' preventive detention as an habitual criminal,

He appealed against his conviction and sentence as an habitual criminal. He was charged on three indictments (1) jointly with one Panchero with housebreaking, committed on 5th January, 1922; (2) with burglary on 8th January, 1922; and (3) with being an habitual criminal. The appellant pleaded not guilty to the first indictment. He was tried on the second indictment charging him with burglary on the night of 8th January, 1922, and was convicted. Panchero, having pleaded guilty to the first indictment, charging him, jointly with the appellant, with house-breaking on 5th January, 1922, the prosecution did not proceed on that indictment against the appellant. They proceeded with the indictment charging him with being an habitual criminal. He pleaded not guilty, and the jury were duly charged to inquire whether he was an habitual criminal in accordance with s-s. (4) of s. 10 of the Prevention of Crime Act, 1908. The prosecution called evidence. They first proved the service of the notice on the appellant under the sub-section charging him with being an habitual criminal. The notice alleged (*inter alia*) that the prisoner having been discharged from prison in October, 1921, committed the offence of housebreaking (with which he was charged in the first indictment) on 5th January, 1922. The prosecution proved the three statutory convictions in accordance with s-s. (2) of s. 10 of the Prevention of Crime Act, 1908. They also proved other convictions, and then, in order to show that the accused was "leading persistently a dishonest and criminal life" within s-s. (2), they adduced evidence of the offence with which he was charged jointly with another in the first indictment with having committed on 5th January 1922. It was contended on behalf of the appellant that the evidence of the alleged offence of 5th January, 1922, should not have been given to the jury after they had been informed of the appellant's previous convictions. On the other hand, it was contended that there was no substantial miscarriage of justice, because there was sufficient proof against the appellant that he was leading consistently a dishonest and criminal life, apart from the evidence complained of, and that the court should dismiss the appeal under the proviso to s-s. (1) of s. 4 of the Criminal Appeal Act, 1907, which provides that "the court may, notwithstanding that they are of opinion that the point raised in the appeal might be decided in favour of the appellant, dismiss the appeal if they consider that no substantial miscarriage of justice has actually occurred." The court allowed the appeal.

Sir GORDON HEWART, L.C.J., delivered the judgment of the court (Sir Gordon Hewart, L.C.J., Shearman and Salter, JJ.). Where the prosecution sought to prove that an accused person was an habitual criminal and relied on the alleged commission of a certain crime by him as part of the evidence that he was "leading persistently a dishonest or criminal life," within the meaning of s-s. (2) of s. 10 of the Prevention of Crime Act, 1908, they must prove the commission of the offence in the ordinary way, namely, by prosecuting him to conviction. They must not adduce evidence of the commission of such a crime to the jury after the jury are informed of the prisoner's previous convictions. Such a course would be irregular and could not be approved. Then the question arose whether, under the proviso to s-s. (1) of s. 4 of the Criminal Appeal Act, 1907, the court could, notwithstanding that they were of opinion that the point raised in the appeal might be decided in favour of the appellant, dismiss the appeal if they considered that "no substantial miscarriage of justice" had actually occurred. The court could not apply that proviso unless they were satisfied that the jury must inevitably have come to the same conclusion that the prisoner was leading persistently a dishonest or criminal life, apart from the evidence of the alleged commission of the offence of housebreaking on 5th January, 1922, which was irregularly admitted: see *Rex* v. *Rodley* (1913, 3 K.B. 468; 58 SOL. J. 51), and *Rex* v. *Williams and Woodley* (1920, 36 Times L.R. 251; 64 SOL J. 309). In this case there was no material before the court on which it could say that the jury must inevitably have arrived at the same conclusion. Therefore the conviction of being an habitual criminal must be quashed and the sentence of preventive detention as an habitual criminal must also be quashed. Appeal allowed. COUNSEL: *C. R. Morden; J. H. Thorpe.* SOLICITORS: *The Registrar of the Court of Criminal Appeal; The Director of Public Prosecutions.*

[Reported by T. W. MORGAN, Barrister-at-Law.]

In Parliament.

House of Lords.

LEGISLATION IN PROGRESS.

3rd May, The Merchandise Marks Bill, read a second time and committed to a Committee of the Whole House.

4th May, The Allotments Bill read a second time and committed to a Committee of the Whole House.

4th May, The Agricultural Holdings Bill, read a second time and committed to a Committee of the Whole House.

9th May, The Salmon and Freshwater Fisheries Bill, read a second time and committed to a Committee of the Whole House.

9th May, The India High Courts Bill, read a second time and committed to a Committee of the Whole House.

9th May, The Agricultural Holdings Bill, referred to the Joint Committee on Consolidation Bills.

House of Commons.

Questions.

LAWS OF WAR (INTERNATIONAL COMMISSION).

Sir J. D. REES (Barnstaple) asked the Under-Secretary of State for Foreign Affairs whether the Commission to examine and report on the laws of war contemplated by the Washington agreement has actually been appointed; and, if so, who are the members thereof?

Earl WINTERTON: The United States Government have been notified of the appointment of Sir Rennell Rodd and Sir Erle Richards as the British delegates. The much regretted death of Sir Erle Richards has since deprived the British Empire of his services on the Commission, and the post of second British delegate has now to be filled. The United States Government have not yet communicated to His Majesty's Government the names of the delegates appointed by the United States of America, France, Italy and Japan.

PRIVATE BILL PROCEDURE.

Mr. PERCY (Tynemouth) asked the Lord Privy Seal whether he is aware of the strong feeling of dissatisfaction on the part of many public administrative bodies throughout the country at the excessive cost which is at present necessarily entailed in the promotion of Private Bills by councils or industrial corporations for purely local schemes; and whether he will set up a Committee to inquire and report with a view to ensure both greater economy and efficiency as to the practicability, such as by appointing local tribunals from county councils or otherwise, of simplifying the present procedure of inquiry by Parliamentary Committees in London?

Mr. CHAMBERLAIN: The suggestion contained in the question would involve a complete revolution in the present system of Private Bill legislation; and no evidence has reached me of any demand for so drastic a change as would justify me in taking the course proposed by my hon. Friend. (3rd May.)

LAND VALUES DUTIES.

Mr. ALLEN PARKINSON (Wigan) asked the Chancellor of the Exchequer the total amount of Land Values Duties repaid during the financial year ending 31st March, 1922, under Section 57 (3) of the Finance Act, 1920?

Mr. YOUNG: The total amount of Land Values Duties repaid under the Section referred to was £838,624 of which £15,916 was repaid in the financial year ending 31st March, 1922.

PRIVATE BILLS AND LOCAL INQUIRIES.

Mr. SIMM (Wallsend) asked the Minister of Health if he is prepared to recommend that power be given to Parliamentary Committees in the case of Bills and to the Ministry in the case of inquiries under s. 54 of the Local Government Act, 1888, to order that promoters of abortive extension schemes should pay the costs incurred in opposing them?

Sir A. MOND: As regards private Bills, where the Committee on the Bill decide that the preamble is not proved and report unanimously that the opponents have been unreasonably and vexatiously put to expense in defending their rights, the opponents are entited to recover their costs or such portion of them as the Committee think fit from the promoters. Any extension of these powers would require legislation. As regards local inquiries, there is already power to order the payment of the costs of one party by another. I will send the hon. Member a copy of a circular letter sent to local authorities last year in which this is stated.

SUPREME COURT OF JUSTICE (DEFICIT).

Mr. HANCOCK (Derby, Belper) asked the Financial Secretary to the Treasury whether, seeing that the expenditure of the Law Courts exceeded the receipts by £144,405 for the year 1921, although there had been a balance in hand for more than thirty years previously, any steps will be taken to avoid deficits in the future?

Mr. YOUNG: It is not quite accurate to say that the receipts from the Supreme Court have, except in 1921, always exceeded the expenditure as is implied in the question. Deficits have arisen in other years, particularly in the post-war period, due to conditions arising out of the war. It is hoped that the new scale of fees approved as the result of the recent Committee (Cmd. 1,865), combined with the close review of expenditure which has been and will continue to be exercised, will restore the pre-war polition.

FORESHORE RIGHTS, SEAVIEW, ISLE OF WIGHT.

Mr. W. SMITH (Wellingborough) asked the President of the Board of Trade whether any settlement has yet been made regarding the Crown rights to the foreshore at Seaview, Isle of Wight; and, if not, will he explain the reason for the delay in the settlement of a case which has been under consideration for many years?

Mr. BALDWIN: A settlement was reached in July, 1920, and the terms were given in this House in reply to a question by the late Member for the Westhoughton Division of Lancashire (Mr. T. Wilson) on the 10th August, 1920. As stated in that reply, the effect of the settlement was that the defendants recognised the right of the Crown to the foreshore

between ordinary high and low water mark along the coasts of the Isle of Wight between Ferniclose Brook in Sea Grove Bay on the south-east and Springvale on the north-west. (4th May.)

REGISTRATION OF FIRMS ACT.

Mr. GILBERT (Southwark, Central) asked the President of the Board of Trade what is the total number of firms who are now registered under the Registration of Firms Act; what were the total fees paid during last year under this Act, and what were the expenses of the office and staff in carrying out the registration; if there was a loss on the same; and if it is proposed to increase the fees for registration?

Mr. BALDWIN: The total number of business names registered in England and Wales in accordance with the Registration of Business Names Act, 1916, which were effective on the 4th May is 152,335. The fees received during the financial year ending 31st March, 1922, amounted to £5,502 15s. 6d. The expenses during that period amounted to £8,906 11s. 7d. The answer to the last part of the question is in the affirmative.

INCREASED RENTS (NOTICES).

Mr. BETTERTON (Nottingham, Rushcliffe) asked the Minister of Health whether, in view of the confusion which has arisen upon the construction of the Increase of Rent and Mortgage Restriction Act, 1920, as to the validity of four-week notices given under that Act to increase the rent payable by the tenant in cases where a seven-day notice to quit has not been given, and of the fact that such confusion has resulted in claims by tenants to be reimbursed the rent paid by them where such seven-day notices have not been given, and that county court judges, whose decision is final in these cases, have given conflicting rulings, he will, in order to save further expense and individual hardship, introduce legislation to set these doubts at rest?

Sir A. MOND: I think the hon. Member has been misinformed, as the question to which he refers appears to have been settled by the judgment of the Court of Appeal in *Newell* v. *Crayford* (38 T.L.R. 355; 57 L.J. 73; W.N. (1922) 72; [*ante*, p. 472]).

INCOME TAX.

Sir S. HOARE (Chelsea) asked the Chancellor of the Exchequer whether under the proposed change in Income Tax law, it is intended that double Income Tax shall be exacted in any one year upon Government securities from which the Income Tax is not deducted at the source?

Mr. YOUNG: No, sir. That is of course not the intention, and the legislation which I propose to introduce will be so framed as to avoid the possibility of any such result.

Lieut.-Colonel JAMES (Bromley) asked the Chancellor of the Exchequer whether machinery has yet been set up enabling Australians resident in Great Britain or English resident in Australia to pay single Income Tax; and, if so, whether he will cause full details to be published in order that applicants may be enabled to take prompt advantage of the recent agreement in regard to this matter published in the Press?

Mr. YOUNG: Under Section 27 of the Finance Act, 1920 (which applies for the year of assessment ended 5th April, 1921, and subsequent years), a person who has paid Dominion Income Tax in respect of a part of his income on which he is liable to United Kingdom Income Tax can obtain relief from the United Kingdom Income Tax at the rate of (*a*) the Dominion rate or tax, or (*b*) one-half his appropriate rate of United Kingdom tax (including Super-tax), whichever of the two rates (*a*) or (*b*) is the less. This relief, I think, is already well-known to taxpayers concerned; a reference to it is contained in the Income Tax return forms, and a memorandum giving particulars of the steps to be taken to claim it, etc., is issued on request by the Inland Revenue Department. The Commonwealth of Australia has this year introduced a provision granting a complementary relief from Commonwealth Income Tax in cases where the Australian rate of tax exceeds the rate of relief from United Kingdom Income Tax allowable under Section 27. In order to claim this relief the taxpayer may, I understand, be required to produce a certificate issued by or on behalf of the Commissioners of Inland Revenue in the United Kingdom in evidence to show what is his appropriate rate of United Kingdom tax and what is the income in respect of which he is liable to both Commonwealth tax and United Kingdom tax, and arrangements are being made for the issue of such certificates to tax-payers requiring them. The publication of details as to the relief allowable from the Commonwealth tax and the steps to be taken to obtain it is however, a matter for the Commonwealth Government, with whom the administration of the Commonwealth tax rests. (8th May.)

NATIONALITY LAW.

Mr. HOPKINS (St. Pancras, S.E.) asked the Home Secretary whether he is now able to state the position of the negotiations with the Dominions on the Amendments to the British Nationality and Status of Aliens Act, 1914, with regard to the grandsons born abroad of British parents; and when an amending Bill will be introduced?

Mr. SHORTT: The negotiations are, as I stated last week, complete and immediate steps are being taken with a view to the introduction of the Bill.

GENOA CONFERENCE.

Mr. WISE (Ilford) asked the Prime Minister if he can give a complete list of the nations and states represented at the Genoa Conference, with the number of their delegates?

Earl WINTERTON: The nations and states represented at the Genoa Conference are, in addition to Great Britain, Canada, Australia, India, South Africa, and New Zealand, the following:

France.	Portugal.	Lithuania.	Jugoslavia.
Italy.	Norway.	Latvia.	Greece.
Japan.	Sweden.	Poland.	Bulgaria.
Belgium.	Denmark.	Czechoslovakia.	Holland.
Germany.	Finland.	Austria.	Albania.
Russia.	Switzerland.	Hungary.	Luxemburg.
Spain.	Iceland.	Roumania.	Esthonia.

I am not in a position to state the total number of the delegates.

CRIMINAL AND CIVIL LAW (INEQUALITIES).

Sir J. GREIG (Renfrew, Western) asked the Prime Minister whether the Committee recently appointed by the Lord Chancellor to inquire into the inequalities in the Law as between men and women is confined to matters relating to the Criminal Law; and, if so, whether he will consider the advisability of extending the inquiry so as to comprise also matters relating to the Civil Law?

Sir E. POLLOCK: I have been asked to reply. The answer to the first part of the question is in the affirmative. It would not be advisable to extend the present inquiry as suggested, as an inquiry with so wide a scope would, necessarily, be prolonged. (9th May.)

Bills Presented.

The Ministry of Defence Creation Bill—"to subordinate the three fighting services to a Ministry of Defence": Rear-Admiral Sueter, on leave given. [Bill 106.] (3rd May.)

The Government of Scotland and Wales Bill—"to provide for the better government of Scotland and Wales, and for other matters relating thereto": Mr. Murray Macdonald. [Bill 109]. (8th May.)

The Finance Bill—"to grant certain duties of Customs and Inland Revenue (including Excise), to alter other duties, and to amend the Law relating to Customs and Inland Revenue (including Excise), and the National Debt, and to make further provision in connection with Finance": The Chancellor of the Exchequer. [Bill 110.]

The School Teachers (Superannuation) Bill—"to provide for the payment of contributions by teachers towards the cost of benefits under The School Teachers (Superannuation) Act, 1918, and for matters incidental thereto, and to make provision as to the calculation of average salary for the purposes of the said Act": Mr. Fisher. [Bill 113].

The Shop Assistants and Small Shopkeepers (Facilities) Bill—"to amend the Shop Acts": Mr. Macquisten (leave given by 128 to 114). [Bill 114]. (9th May.)

RESOLUTION.

Resolved, on the motion of Mr. Walter Smith:—

"That, in view of the unsatisfactory state of the law relating to Workmen's Compensation and of the fact that the War Addition Acts expire at the end of this year, this House is of opinion that a Government Bill to amend the Workmen's Compensation Act, 1906, should be introduced and passed during the course of this Session."

LEGISLATION IN PROGRESS.

8th May, Budget Resolutions reported and agreed to, and Finance Bill introduced (see above).

9th May, Representation of the People (No. 2) Bill, as amended in the Standing Committee, considered.

Lunacy Bill (Lords) read a second time.

Juries Bill (Lords), as amended in the Standing Committee, considered and read a third time, after amendments, including one exempting from jury service "A woman who is a vowed member of a religious order living in a convent or other religious community."

New Orders, &c.

Committees.

MARRIED WOMEN AND THE CRIMINAL LAW.

The Lord Chancellor has appointed a Committee to consider the doctrines of the criminal law with reference to the wife's responsibility for crimes committed by her in the presence of or under the coercion of her husband, and to report what changes, if any, are desirable in the criminal law upon the subject.

The members of the Commitee will be as follows:—Mr. Justice Avory (Chairman), Sir Ernest Pollock, K.C., M.P., Judge Sir Alfred Tobin, K.C., Mr. G. J. Talbot, K.C., Sir Richard Muir, Sir Archibald Bodkin, Mr. Travers Humphreys, and Mr. H. D. Roome.

RE-ARRANGEMENT OF CIRCUITS.

The Lord Chancellor has appointed a Committee to consider what re-arrangements of the Circuits of the Judges can be effected so as to promote economy and the greater despatch of the business of the High Court.

The members of the Committee will be as follows:—Mr. Justice Rigby Swift (Chairman), Mr. E. Tindal Atkinson, K.C., Mr. G. P. Bancroft, Mr. W. J. Disturnal, K.C., Mr. Holman Gregory, K.C., M.P., Sir Ellis Griffith, K.C., Mr. G. F. Hohler, K.C., M.P., Mr. T. Artemus Jones, K.C., Mr. A. M. Langdon, K.C., Mr. R. C. Nesbitt, Mr. A. C. Peake, Sir Edward Marlay Samson, K.C., Sir Claud Schuster, K.C., Mr. R. E. L. Vaughan Williams, K.C., and Mr. Hugo Joseph Young, K.C., with Mr. J. Milner Helme as secretary.

Societies.

Lincoln's Inn.

The Treasurer, Lord Justice Warrington, and the Masters of the Bench of Lincoln's Inn entertained the following guests at dinner on Tuesday night, being the Grand Day in Easter Term: Cardinal Bourne, the Marquess of Bath, Sir D. Plunket Barton (Treasurer of Gray's Inn), the Dean of Canterbury, Sir Edward Henry, General Sir Henry Mackinnon, the President of the Royal College of Surgeons (Sir Anthony Bowlby), Sir Maurice Fitzmaurice, the Master of Trinity College, Cambridge (Sir Joseph Thomson), the Master of Charterhouse (the Rev. Gerald S. Davies), Mr. George Frederic Still, M.D., Mr. W. W. Ouless, R.A., Mr. G. Earle Buckle, Mr. William Cash (President of Institute of Chartered Accountants), and Mr. John Drinkwater. The Masters of the Bench present included: Sir Edward Clarke, K.C., Lord Wrenbury, Lord Muir-Mackenzie, K.C., and Viscount Haldane.

Gray's Inn.

Thursday, the 4th inst., being the Grand Day of Easter Term at Gray's Inn, the Treasurer (Sir Plunket Barton, K.C.) and the Masters of the Bench entertained at dinner the following guests: Lord Donoughmore, Lord Peel, Lord FitzAlan, the Lord Chief Justice of England, the Lord Chief Justice of Ireland, the Lord Chief Justice of Northern Ireland, Lord Hunter, the Treasurer of the Middle Temple (Sir Forrest Fulton, K.C.), the Solicitor-General (Sir Leslie Scott, K.C., M.P.), Sir Matthew Wallace, and the Solicitor-General for Scotland (Mr. A. H. Briggs Constable, K.C.).

A sum of "at least" £100,000 has been bequeathed to Gray's Inn for legal educational purposes by Lady Holker, who died about two years ago. She was the widow of Sir John Holker, a bencher and treasurer of Gray's Inn. He became a Lord Justice in 1882. It is stated that the gift is subject only to the life interest of Lady Holker's second husband, Mr. Inglefield, a gentleman of advanced years.

The Benchers of Gray's Inn have elected The Right Hon. Sir Plunket Barton, Bart., K.C., to the Resident Benchership of the Society recently vacated by Sir Lewis Coward, K.C.

Sir Plunket Barton was formerly Solicitor-General and Judge of the High Court in Ireland and is now a member of the War Compensation Court.

The Law Association.

The usual monthly meeting of the Directors was held at the Law Society's Hall, on Friday, the 5th inst. Mr. E. B. V. Christian in the chair. The other Directors present were Mr. T. H. Gardiner (Treasurer), Mr. F. W. Emery, Mr. C. F. Leighton, Mr. P. E. Marshall, Mr. W. M. Woodhouse, and the Secretary, Mr. E. E. Barron. The sum of £70 was voted in relief of deserving cases. Three new members were elected; the Annual General Court was fixed to be held at the Law Society's Hall, on Tuesday, the 30th inst., and other general business was transacted.

The Central Discharged Prisoners' Aid Society.

The Treasurer and Benchers of the Middle Temple have kindly granted to The Central Discharged Prisoners' Aid Society, of which H.M. The King is Patron, the use of their Hall for a meeting at 4.30 on the afternoon of Wednesday, 24th May.

The object of the meeting is to give those interested in the work the opportunity of hearing judges, and others engaged in the administration of justice, speak on the subject of discharged prisoners, and also to enable the Society to make better known its aim and objects.

It is hoped that many members of both branches of the legal profession will attend, and also members of Discharged Prisoners' Aid Societies and others who take part in reclamation work.

Communications to be addressed to Mr. W. W. Jemmett, Secretary, 14, King William Street, Strand.

Gray's Inn Moot Society.

A Moot will be held in Gray's Inn Hall on Monday, the 15th of May, 1922, at 8.15 p.m., before Sir Francis Taylor, K.B.E., K.C.

In 1918 A was the owner of a fully licensed hotel where he carried on a profitable business. The hotel stood on the banks of a river near the sea and A had rights of ferry and boats on the river from which he derived tolls and profits.

The Crown requisitioned the hotel, and by order prohibited the user of all ferries within a certain area which included A's ferry. There was no other ferry in the area. During the requisition A could have sold the hotel for a large profit if he could have given vacant possession.

A claimed against the Crown:

1. Rent.
2. Loss of profits and hotel business based on prices during the war.
3. Loss of ferry profits.
4. Loss of profit on lost sale.

B, C and D tradesmen who supplied the hotel, also claimed compensation for *loss of custom*.

A, B, C and D claimed, and were awarded, compensation on all their claims under the Indemnity Act, 1920.

The Crown appeals.

See: *The Indemnity Act*, 1920. *Attorney-General* v. *De Keyser's Royal Hotel* (1920, A.C. 508).

All Members of the four Inns of Court are invited to attend. Two "Counsel" will be heard for each of the Parties. The procedure will be in accordance with the practice of the Court of Appeal.

The Rent Restriction Act.

VARIATION IN RATES.

An important point under the Rent Restriction Act in cases where the landlord pays the rates was, says the *Daily News*, raised at Willesden Police Court last Monday.

A tenant told the magistrate that the rates had been reduced 3s. 2d. in the £, but the landlord refused to reduce the rent accordingly.

The Clerk: There is nothing in the Act that says he must reduce the rent when the rates go down.

The Tenant: But when the rates went up 4s. in the £ my rent went up.

The Clerk: That may be, but there is no power under the Act to make him reduce.

The Magistrate: Morally, I think the landlord should reduce the rent, but as there is no power in the Act to make him do so I can do nothing.

APPORTIONMENT OF RENTS ON SUB-LETTING.

Before Judge Bray, at Brentford County Court, on the 5th inst., says *The Times*, application was made to apportion the rent of premises sub-let. His Honour said, however, that the application should not be asked for unless there was litigation pending concerning the rent. The Judges had discussed the effect of the recent decision of the High Court in *Broomhall* v. *Property Owners, Limited*, and that was the view they had decided to take. He took the course with the greatest regret. The High Court decision was most unfortunate, but it said that application could not take place unless the rent was in dispute.

Counsel who appeared in the case said that the legal profession was entirely at sea about the provision. There were over 100 cases in one Court that would be affected by this ruling.

League Council Meeting.

This week the Council of the League of Nations will meet for the eighteenth time. Señor Quinones de Leon will be President, and the British representative will be Lord Balfour.

The questions for consideration are numerous. Norway asks for a Commission of Inquiry into the Russian famine, and Albania a League committee of experts to inquire into the development of her natural resources. The question of minorities in Albania, Esthonia, Latvia, Lithuania, and Poland, and the reports of the Opium Commission, the Commission on Mandates, the Military Commission in charge of Vilna, the Financial Committee, and the Commission of Inquiry in Albania will come under review.

The Council will consider two cases which are to be brought before the Court of International Justice. The one concerns the nomination of the Dutch Labour delegates to the third conference of the Labour Organization, and the other the authority of the International Labour Office in regard to agricultural work.

Some effort will have to be made towards a solution of the Eastern Galician question, which is still in the melting-pot. Other business will include the examination of the general convention on the international *régime* of railways, and such matters as the institution of an international driving licence, commercial private law regarding air traffic, maritime tonnage measurement, and the equitable treatment of commerce.

Law Students' Journal.

Calls to the Bar.

The following students were called to the Bar on Wednesday:—

LINCOLN'S INN.—H. F. Dunkley (Certificate of Honour C.L.E., Michaelmas term, 1921), of St. John's Coll., Camb., M.A.; H. C. Souter; E. James; T. W. King, London Univ.; Chaudri Zafarullah, of London Univ.; N. J. P. M. Boston; Sudhir Chunder Dutt, a Vakil of the High Court, Calcutta; R. W. G. Best, of Peterhouse, Camb., B.A.; W. A. Robson, of London Univ.; J. Horridge; and Nawabzada Sharifullah Khan, Non-Coll., Oxford Univ.

MIDDLE TEMPLE.—B. G. Tours, C.M.G., H.M. Consul-General (China); W. L. Parry, B.Sc. (Vict.); Sirdar Darshan Singh; G. D'A. Edmondson; G. A. Burgoyne, Major; W. C. Curry; G. Alchin, A.F.C., B.C.L., M.A. (Oxon); D. G. Isaacs; C. M. MacGregor; H. W. T. Thatcher; G. H. Shakespeare, B.A., LL.B. (Cantab); E. Maung, B.A. (Calcutta), B.A., LL.B. (Cantab); A. C. Z. Wijayaratne; J. S. Scrimgeour, B.L. (Edin.); T. E. N. Williams, M.A., B.C.L. (Durham), LL.B. (London); A. S. Bates, B.A.; P. H. Ll. Brough, M.A. (Oxon); G. V. H. Parsons; C. M. W. Elliott, B.A. (Oxon); J. A. Frost, B.A. (Cantab); F. C. Auld, B.A. (McGill and Oxon); H. S. Lane, Major; J. J. Honan, A.M.I.E.E.; H. D. Butterfield, B.A. (Oxon); T. E. Dale; H. K. Hull, B.A. (Oxon); A. J. Friedlander; A. Milne, B.A. (Oxon); L. C. B. Bowker, M.C., Captain; J. A. Joannides; R. Bradfield; H. P. Bridges, B.A. (London); Nawabzada Saidullah Khan; D. R. Cooke, B.A. (Oxon); Maula Bakhsh Chaudhri, D.S.M.; Nareschandra Bose, B.A., B.L. (Calcutta).

INNER TEMPLE.—Miss I. Williams, B.C.L., M.A., Oxford, and LL.D., London (holder of a certificate of honour awarded Michaelmas Term, 1921); J. W. Russell, B.A., Oxford; J. K. Dé, B.A., Cambridge; J. L. Kapur, B.A., LL.B., Cambridge; W. Summerfield, B.A., Oxford; R. W. Jennings, B.C.L., Oxford; B. L. Jacot de Boinod, B.A., Oxford; A. S. MacIver, B.A., Oxford; W. R. H. Steer, B.A., LL.B., Cambridge; G. C. Touche, B.A., Oxford; T. T. Russell, B.A., Oxford; N. L. A. Khan, B.A., Oxford; R. M. Hughes, Cambridge; K. M. Pennington, B.A., Oxford; J. R. Ockenden, B.A., Oxford; L. C. Benns, B.A., London; W. E. Beckett, B.A., Oxford; G. Malone, Dublin; G. C. Shannon, B.A., Cambridge.

GRAY'S INN.—A. B. Rennie (holder of certificate of honour, Easter, 1922, LL.B.), Univ. of London; F. Cruttenden; W. W. Davies, B.A., St. John's Coll., Oxford; L. E. Wharton, B.A., Oriel Coll., Oxford; H. G. Nolan, M.C., M.A., Univ. Coll., Oxford, B.A., Univ. of Alberta; D. J. Scott, O.B.E., M.C., M.D., Ch.B., Edin. Univ.; Ambalal Narottamdas Shah, B.A. sometime Scholar, Queens' Coll., Camb., B.A., Bombay Univ.; J. R. Lewis, B.A., Univ. of Wales, LL.B., Univ. of London; G. H. Dewey, B.A., Wadham Coll., Oxford; P. D. Willcock, Liverpool Univ.; S. E. Woods; R. L. Bartholomeusz; D. N. K. Gregson; H. W. Atkinson, B.Sc., Univ. of London; A. A. Dickie, B.A., R. Univ. of Ireland.

Mr. H. F. Atter, President, Wakefield Incorporated Law Society, writes to *The Times* (6th inst.), in reference to the West Riding Deeds Registry: "I venture to think that the vast majority of solicitors and bank managers in the West Riding of Yorkshire are of opinion that the Deeds Registry is of immense utility, and not only simplifies the conveyance of property in many ways, but also gives the mortgagee greater security. Moreover, the fact that the Deeds Registry does not entail any subsidy from public funds, but in fact yields a profit in aid of the rates, takes it out of the category of subsidized public institutions."

Legal News.

Dissolution.

THEODORE BELL, JOHN HERBERT BELL and JAMES HENRY NELSON CURTIS, Solicitors, 3, Salters' Hall-court, London, E.C. 4, 32, High-street, Epsom, and 32, High-street, Sutton (Theodore Bell & Co.), 30th day of April, 1922. The said Theodore Bell and John Herbert Bell will continue to practise under the style of Theodore Bell & Co., at 3, Salters' Hall-court, and 32, High-street, Epsom, aforesaid. The said James Henry Nelson Curtis will carry on his practice in his own name at 32, High-street, Sutton.

General.

The League of Nations Union has decided to join in the No More War demonstrations to be held on Saturday, 29th July. The Churches, Labour organisations, women's organisations and Peace Societies are co-operating of the demonstrations, which are expected to be the largest ever held. The London committee includes representatives of the National Free Church Council, the League of Nations Union, the London Trades Council, the London Labour Party, and the Industrial Women's Standing Joint Committee. Four processions will march from north, south, east and west to Hyde Park where some of the best-known men and women in public life will speak. Similar demonstrations will be held simultaneously throughout Europe and America. Arrangements are already proceeding in France, Germany, Holland, Sweden, Austria, Czecho-Slovakia, Hungary, Switzerland, Portugal, and the United States of America.

At the close of a case heard before Judge Atherley-Jones, K.C., at the Central Criminal Court on the 8th inst., says *The Times*, a juror, who said that he was a printer engaged on work in connection with House of Commons business, complained that he was stopped 11s. 9d. from his wages in respect of the time he had lost in carrying out his duties as a juror. "Seeing that I was performing a public duty, is that right?" he asked, and added that as he had home difficulties he could not afford to lose the money which had been stopped. Judge Atherley-Jones, K.C.: I am afraid I can do nothing. I have no effective power to interfere in the matter. I cannot do more than express an opinion, for what it is worth, for you to convey to those on whom it devolves to attend to it. All that I can say is this—that what has occurred in your case, in my judgment, is a wholly unjustifiable sharpening of the Geddes axe.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Peterson.
Monday May 15	Mr. Synge	Mr. Jolly	Mr. Bloxam	Mr. Hicks Beach
Tuesday 16	Garrett	More	Hicks Beach	Bloxam
Wednesday ... 17	Bloxam	Synge	Bloxam	Hicks Beach
Thursday 18	Hicks Beach	Garrett	Hicks Beach	Bloxam
Friday 19	Jolly	Bloxam	Bloxam	Hicks Beach
Saturday 20	More	Hicks Beach	Hicks Beach	Bloxam
Date.	Mr. Justice Sargant.	Mr. Justice Russell.	Mr. Justice Astbury.	Mr. Justice P. O. Lawrence.
Monday May 15	Mr. More	Mr. Jolly	Mr. Garrett	Mr. Synge
Tuesday 16	Jolly	More	Synge	Garrett
Wednesday ... 17	More	Jolly	Garrett	Synge
Thursday 18	Jolly	More]	Synge	Garrett
Friday 19	More	Jolly	Garrett	Synge
Saturday 20	Jolly	More	Synge	Garrett

High Court of Justice—King's Bench Division.

EASTER SITTINGS, 1922.

Dates.	Lord Chief Justice.	Darling, J.	Bray, J.	Lord Coleridge, J.	Avory, J.	Hor-idge, J.	Lush, J.	Row-latt, J.	Bail-hache, J.	Shear-man, J.	Sankey, J.	McCardie, J.	Salter, J.	Roche, J.	Greer, J.	Swift, J.	Acton, J.	Bran-son, J.
1922			Legal Proceedings against Enemies Act, 1915				Railway Cmm'n				Revenue Paper		Aliens Naturalisation Certificates Revocation Committee	Unemployment Insurance Appeals and Munitions Tribunals Appeals				
			—				—				—		—	—				
Apl. 25	Divisional Court (Crown Paper) N.J.	N.J.	Chambers	N.J.	Whitsun Vacation	Probate Divorce and Admlty	Divisional Court (Civil Paper)	N.J.	Commrl List	Divisional Court (Crown Paper) N.J.	N.J.	Order XIV.	Divisional Court (Crown Paper)	Northern Circuit (Liverpool)	Divisional Court (Civil Paper)	Order XIV.	N.J.	Northern Circuit proceeding (Liverpool)
26	"	N. Eastern Circuit (Leeds)	Whitsun Vacation		"	"	"	"	"	"	"	Central Criminal Court intervening	N.J. North Eastern Circuit (Leeds)	"	"	Chambers	"	"
May 1	"	N.J.	N.J.	"	N.J.	"	"	"	"	"	"	"	N.J.	"	"	"	"	"
3	"	"	"	"	Divisional Court (Crown Paper)	"	"	"	"	"	"	"	"	"	"	"	"	"
6	Divisional Court (Crown Paper)	Central Criminal Court intervening	"	"	"	"	"	"	"	"	"	"	"	(Manchester)	"	"	"	(Manchester)
10	"	"	"	"	1 Western Summer Circuit	"	"	"	"	"	"	"	"	"	"	"	"	"
15	"	"	1 8th Eastern Summer Circuit	Nth Wales Summer Circuit	"	"	"	"	"	"	"	"	"	8th Wales Summer Circuit	"	"	"	Midland Summer Circuit
17	"	"	"	"	"	"	"	"	"	"	"	"	"	End	End	"	"	"
18	"	"	"	"	"	"	"	"	"	"	"	"	"					
19	"	"	"	"	"	"	"	"	"	"	"	"	"					
22	"	"	"	"	"	"	"	"	"	"	"	"	"					
24	"	"	"	"	"	"	"	"	"	"	"	"	"					
27	"	End	"	"	"	"	"	"	"	"	"	"	"					
June 2	"	"	"	"	"	End	End	End	End	Oxford Summer Circuit	End	End	End		End			

A letter signed by Mr. P. M. Hill, acting general manager of the Chamber of Shipping, has, says *The Times* (6th inst.), been addressed to Mr. Ernest Sykes, secretary of the British Bankers' Association, in reply to a communication from the latter intimating that a conference, at which shipowners, bankers, cargo interests, and underwriters should be represented, had been suggested for an early date, with the object of discussing "Received for Shipment" bills of lading. The letter states that shipowners met the bankers with the object of informing them to what extent they were prepared to meet their wishes on a number of points arising out of The Hague Rules, with which was included the general question of "Received for Shipment" bills of lading, and it was understood that the bankers would confer with the merchants in order to ascertain how far the propositions thus projected would meet with their approval. Certain informal conversations as between merchants and shipowners have taken place, and it is thought that, in view of the fact that there has been, and still is, considerable feeling on this subject, any invitation to shipowners to a conference would be premature.

A writer in the *Evening Standard* (9th inst.), with reference to the growth of counsel's fees, says:—"In connection with my recent notes on the increasing cost of litigation, one of my legal correspondents tells me, as an illustration of the growth of counsel's fees, that not long ago a solicitor in Lincoln's Inn Fields found among the old papers in his office an 'opinion' written by Lord Eldon when he was Solicitor-General. The outer sheet is marked 'Mr. Soltr.-Gen. 1 Ga.,' and the 'opinion,' in Lord Eldon's own handwriting, is nearly four folios in length. How much, I wonder, would the present Solicitor-General, if he were at liberty to advise a private client, require to be paid for an 'opinion' of the same length?"

"Big fees, however," adds the writer, "are not exactly things of recent growth. Lord Truro once received a fee of 4,000 guineas for arguing a case in the House of Lords. Lord Brampton, better known as Sir Henry Hawkins, made so large a fortune at the Bar—he himself has said that it seemed 'absolutely fabulous' as he looked back upon it—that he refused a fee of 50,000 guineas to go to India to defend the Gaekwar of Baroda, a task Serjeant Ballantine eventually undertook for a fifth of the amount. What, perhaps, is less generally known is that Mr. Asquith once refused a brief marked 10,000 guineas. When the brief was offered a new Liberal Government was on the point of being formed, and his acceptance of office thus involved the largest pecuniary sacrifice a lawyer politician has ever made."

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette.—TUESDAY, May 2.

KINATAN (BORNEO) RUBBER LTD. June 30. Thomas A. Crinkley, 5 & 6, Clement's-inn, Strand.

THE BRITISH GENERATOR CO. LTD. May 27. Frederick J. Carpenter, 23, Queen Victoria-st.

SOVRAN MANUFACTURING CO. (1920) LTD. May 27. Henry Steele, 38-40, Lloyd-st. Manchester.

THE CENTRAL GARAGE (BARROW) CO. LTD. May 20. Henry Mossop, Ramsden-sq., Barrow-in-Furness.

J. & N. DICKINSON LTD. July 1. John Hudson, 10, Acresfield, Bolton.

CORDEY'S STORES LTD. May 16. Arthur B. Cordey, Walwera Llantarnam, Mon.

THE TETLEY-MORRIS SCREW & RIVET CO. LTD. May 20. Thomas Silvey, 29, Fountain-st., Manchester.

London Gazette.—FRIDAY, May 5.

COLUMBIA LAUNDRY LTD. June 6. Joseph Stephenson, 13, Queen-st., Peterborough.

CLAUDE LANGDON LTD. June 7. A. H. Partridge, 3, Warwick-court, W.C.1.

B. A. CONSTANTINE & DONKING (LONDON) LTD. June 15. G. Leslie Thomas, Royal Exchange, Middlesbrough.

LONDON KNITTING INDUSTRIES LTD. June 2. Philip Edward Farr, 26, Budge-row, E.C.4.

REID & BARNES LTD. June 21. John K. Garioch, 16, King-st., E.C.2.

BLUE HALLS LTD. June 5. Sidney Dawkins, 25, Shaftesbury-avenue, W.1.

NORRIS-FARROW ADVERTISING SERVICE LTD. June 2. Herbert J. Armstrong, Emerson-chambers, Newcastle-upon-Tyne.

ELECTRELLE LTD. June 19. Thos. R. Lawley, 24, Fountain-st., Manchester.

London Gazette.—TUESDAY, May 9.

R. LANE-HALL & CO. LTD. June 5. Eric Portlock, 186, Bishopsgate.

THE POLYCHROME CO. LTD. June 30. Thomas B. Brown, 63, Deansgate-arcade, Manchester.

DAVENIERE & CO. LTD. June 30. George Emmerson, 28, King-st., Cheapside.

WHEELERS SUNDRIES LTD. May 17. Henry H. Wheeler, 107, London-rd., Plaistow, E.

TILLOTSON AND THOMAS LTD. May 31. Messrs. William H. Cork and G. Orpwood Page, 19, Eastcheap.

SQUIRE HALBY & SONS LTD. May 31. Mr. John Lund, 17, Cheapside, Bradford, or Mr. William A. Turner, 21, Bridge-st., Bradford.

Resolutions for Winding-up Voluntarily.

London Gazette.—TUESDAY, May 2.

A. Savy Jeanjean & Co. Ltd.
British Generator Co. Ltd.
Home, Foreign & Colonial Debenture Trust Ltd.
Glen Helen Hotel & Estate Co. Ltd.
The Albion Bakeries Ltd.
Marsh Ltd.
The Jacktrees Mining Co. Ltd.
The East Yorkshire Farms and Estates Ltd.
Dover College Co. Ltd.
The Glynn Shipping Co. Ltd.
The Imperia Co. Ltd.
Reid & Barnes Ltd.
Llanrwst Farmers' Yard Ltd.
The O. P. Motor Co. Ltd
The Thomas Industrial Co-operative Society Ltd.
Channel Brokers Ltd.
Kinatan (Borneo) Rubber Ltd.
The Harrogate Land & Development Co. Ltd.
The Wdst Central Bakeries Ltd.
Brax Ltd.
The Maxim Silencer Co. Ltd.
The Falcon Works Ltd.
William Brooke (Leeds) Ltd.
Comedy Film Renters Ltd.
N.A.D. & D.S. & S. (Radcliffe) Club Ltd.

London Gazette.—FRIDAY, May 5.

Maude Ltd.
Moriaty & Company (1911) Ltd.
Betterways Ltd.
Hexagon Sewing Machine Co. Ltd.
Outram Ltd.
Silloth Steamship Co. Ltd.
W. D. Peattie & Co Ltd.
Blue Halls Ltd.
The Anglo-French Booksellers Ltd.
London Knitting Industries Ltd.
The Easington Colliery Royal Antediluvian Order of Buffaloes Club & Institute Ltd.
Ellis Driver & Co. Ltd.
Anglo-Mexican Electric Co. Ltd.
Brown & Dureau (South Africa) Ltd.
Dynamic Advertising Co. Ltd.
J. Barber & Co. Ltd.
A. J. Sproston Ltd.
H. Clark & Co. Ltd.
Consol Automatic Aerators (1914) Ltd.
Straker & Crane's Diary Co. Ltd.
Tomlinson & Leeslag Ltd.
Evans & Reid Ltd.
A. Levy & Sons Ltd.
E. G. Morgan Ltd.
Crawford & Sellers Ltd.
S. X. Motor & General Transport Co. Ltd.
John James (Swansea Road Mews) Ltd.
Bennett Press Ltd.
Llandovery Co-operative Society Ltd.

London Gazette.—TUESDAY, May 9.

The Chelmsford Race Stand Co. Ltd.
Coventry Nut and Bolt Manufacturing Co. Ltd.
Controla Engineering Co. Ltd.
Geo. R. Phipps Ltd.
London & South Coast Land Co. Ltd.
Excelsior Plate Glass Insurance Co. Ltd.
William Griffiths (Gilfach Goch) Ltd.
Artificial Limbs Ltd.
The Malvern Branch of the Comrades of the Great War Ltd.
Arthur J. Austin & Co. Ltd.
Jemaa (Nigeria) Mining Co. Ltd.
Biograph Theatres Ltd.
Scordale Barytes Ltd.
Affleck's Engineering Co. Ltd.
Newmans New Model Hand Laundry Ltd.
Carter & Co. (Chesterfield) Ltd.
Wheelers Sundries Ltd.
J. Makin & Son Ltd.
Guiseley and District Produce Society Ltd.
W. J. Quinby & Co. Ltd.
Rickman & Co. Ltd.
The Manchester Marine Dealers Ltd.
The National Federation of Discharged and Demobilised Soldiers and Sailors (Derby) Club Ltd.

Bankruptcy Notices.

RECEIVING ORDERS.

London Gazette.—TUESDAY, May 2.

BANKS, ETHEL MARY, St. Dominic, Cornwall. Plymouth. Pet. April 29. Ord. April 29.

BANKS, HARRY E., St. Dominic, Cornwall. Plymouth. Pet. April 28. Ord. April 28.

BOWES, BERTHA, Wycliffe, near Barnard Castle. Stockton-on-Tees. Pet. April 27. Ord. April 27.

BROADY, ALFRED J., Higher Walton. Warrington. Pet. April 28. Ord. April 28.

BURKINSHAW, FREDERICK, Ruddington. Nottingham. Pet. April 28. Ord. April 28.

CHEESMAN, A. W., Ealing. High Court. Pet. April 4. Ord. April 28.

DEARN, JOSEPH H., West Bromwich. West Bromwich. Pet. April 28. Ord. April 28.

DOUGLAS, WILLIAM J., Westerham. High Court. Pet. April 28. Ord. April 28.

EVERATT, ALBERT, Rushden. Northampton. Pet. April 26. Ord. April 26.

GREEN, WILLIAM J., Newport Pagnell. Northampton. Pet. April 21. Ord. April 21.

HAVARD, EVAN D., Carmarthen. Carmarthen. Pet. April 28. Ord. April 28.

HIND, ROBERT, Bolton. Bolton. Pet. April 27. Ord. April 27.

HOPKINSON, FRANK, Littleborough, Lancs. Rochdale. Pet. April 27. Ord. April 27.

HOSKING, COULTON M., Kingsbridge, Devon. Plymouth. Pet. April 28. Ord. April 28.

JONES, JOHN W. B., Hengoed, Glam. Merthyr Tydfil. Pet. April 27. Ord. April 27.

KEITH, ANTHONY C., Balcombe-st., Dorset-sq. High Court. Pet. March 15. Ord. April 26.

KENDREW, JAMES F., Weybridge, and KENDREW, CHARLES F., Long Ditton. High Court. Pet. May 1. Ord. May 1.

KIRK, MARY J., Macclesfield. Macclesfield. Pet. April 26. Ord. April 26.

LASOF, SOLOMON, Bootle. Liverpool. Pet. April 10. Ord. April 28.

MATTHEWS, JOHN W., Baybridge, Hants. Winchester. Pet. April 29. Ord. April 29.

MCCULLOCH, F. J., East Molesey. Kingston. Pet. Feb. 29. Ord. April 27.

MOTE, HERBERT, Coventry. Coventry. Pet. April 28. Ord. April 28.

NORMAN, BERTRAND W., Manchester. Manchester. Pet. April 28. Ord. April 28.

NORRIS, FREDERICK H., Victoria-st. High Court. Pet. Oct. 19. Ord. April 26.
PANTON, GEORGE, and PANTON, FRED, Goole. Wakefield. Pet. April 28. Ord. April 28.
PAWSON, WILLIAM H., Marylebone. High Court. Pet. Dec. 20. Ord. April 27.
PEET, HENRY B., Newark-upon-Trent. Nottingham. Pet. April 28. Ord. April 28.
PICKLES, THOMAS J., Liverpool. Liverpool. Pet. April 10. Ord. April 28.
POOLE, WILLIAM E., Madeley, Salop. Shrewsbury. Pet. April 27. Ord. April 27.
PRATT, GEORGE A., Guilden Sutton, Chester. Chester. Pet. April 8. Ord. April 27.
RICKARD, BENJAMIN, Pontypridd. Pontypridd. Pet. April 28. Ord. April 28.
RIMMER, W. F., Patricroft, Lancs. Salford. Pet. April 7. Ord. April 28.
ROBBINS, FRANK E., Great Grimsby. Great Grimsby. Pet. April 27. Ord. April 27.
ROWLINSON, THOMAS H., Golders Green. High Court. Pet. April 27. Ord. April 27.
SHARRER, EUGENE C. A., Queen Street-place. High Court. Pet. March 3. Ord. April 27.
SMITH, ALFRED, Leicester. Leicester. Pet. April 28. Ord. April 28.
SMITH, JOSEPH, Coventry. Coventry. Pet. April 26. Ord. April 26.
THOMAS, JAMES, Treherbert. Pontypridd. Pet. April 28. Ord. April 28.
THOMAS, WILLIAM, Senghenydd. Pontypridd. Pet. April 28. Ord. April 28.
TULLIS, JAMES, South Shields. Newcastle-upon-Tyne. Pet. April 29. Ord. April 29.
WAINWRIGHT, WILFRED, Hemsworth, Yorks. Wakefield. Pet. April 28. Ord. April 28.
WALMSLEY, ALFRED N., Ashton-under-Lyne. Ashton-under-Lyne. Pet. April 28. Ord. April 28.
WHEATLEY, PERCY, Kimberley, Notts. Nottingham. Pet. April 27. Ord. April 27.
WHITFIELD, JOSEPH H., Pitfield-st. High Court. Pet. March 28. Ord. April 27.
WILKINSON, K. & SON, Bradford. Bradford. Pet. April 10. Ord. April 27.
WRIGHT, MABEL, Bowdon, Chester. Manchester. Pet. April 28. Ord. April 28.
WULFSBERG & CO., St. Mary Axe. High Court. Pet. March 27. Ord. April 27.

London Gazette.—FRIDAY, May 5.

ABRAHAMS, E. G., Pall-mall. High Court. Pet. Dec. 15. Ord. May 1.
ALSTON, A. F., Stoke, Devonport. Lieut. H.M. Navy Plymouth. Pet. Dec. 2. Ord. May 1.
BARWICK, W., Jun., Bow. Coal Merchant. High Court. Pet. April 10. Ord. May 2.
CHAPPELLE, FREDERICK W., Charing Cross-rd. High Court. Pet. March 8. Ord. May 2.
CHESTERS, MARGARET E., widow. Nantwich. Butcher. Nantwich. Pet. May 3. Ord. May 3.
CHRISTIE, Capt. GEORGE, S. Kensington. High Court. Pet. April 6. Ord. May 2.
CLAYTON, AUBREY V., Leeds, Clayton Motors. Engineer. Leeds. Pet. April 29. Ord. April 29.
COOPER, JAMES D., Lowestoft, Fishing Boat Owner. Great Yarmouth. Pet. May 3. Ord. May 3.
CURTIS, CUTHBERT C., Regent-st., Solicitor. High Court. Pet. March 31. Ord. May 1.
DENNIS, GEORGE E., Sketty, Swansea, Timber Merchant. Swansea. Pet. May 1. Ord. May 1.
DE SOLA, PHILIP, Wardour-st. High Court. Pet. April 6. Ord. May 2.
ELLIS, ROWLAND W., Kingston-upon-Hull, Confectioner. Kingston-upon-Hull. Pet. May 1. Ord. May 1.
EVERALL, J., Paddington, Motor Engineer. High Court. Pet. April 8. Ord. May 2.
FINEGOLD, LOUIS, Golders Green, Merchant. High Court. Pet. April 11. Ord. May 2.
FISHER, FRANCIS E., Merthyr Tydfil, Wholesale General Dealer. Merthyr Tydfil, Pet. May 3. Ord. May 3.
FOWLER, WILLIAM, Harrogate, Jeweller. Harrogate. Pet May 2. Ord. May 2.
FRISH, FRANCIS J, Hampstead, Restaurant Manager. High Court. Pet. May 2. Ord. May 2.
LEWIS GIRSH and MONRO ELLISON, Milk-st., Wholesale Mantle Manufacturers. High Court. Pet. March 9. Ord. May 3.
GOLDENBERG, ELI, Wolverhampton, Glass Lead and Oil Merchant. Wolverhampton. Pet. May 1. Ord. May 1.
HASTINGS, PHILIP C., Norwich, Tailor. Rochester. Pet. April 10. Ord. May 1.
HATCHER-WESTMAN, WALTER E., Romsey, Gardener. Southampton. Pet. April 6. Ord. April 28.
HAWKES, CHARLES F., Leighton Buzzard, Jobmaster. Luton. Pet. April 19. Ord. May 2.
HODGKINSON, W. B, Birmingham. Birmingham. Pet. March 17. Ord. May 2.
LAWRENCE, EDMUND, Yelvertoft, Northampton, Farmer. Coventry. Pet. May 1. Ord. May 1.
LINEY, JOSEPH J., Birmingham, Grocer. Birmingham. Pet. April 12. Ord. May 1.
LOWE, ARTHUR H. New Tredegar, Mon., Grocer. Tredegar. Pet. April 22. Ord. April 22.
LUCAS, ALBERT V., Kingston-upon-Hull, Watchmaker. Kingston-upon-Hull. Pet. May 1. Ord. May 1.
MOOR, SYDNEY, Dover-st., Motor Car Dealer. High Court. Pet. March 23. Ord. May 3.
MORGAN, S. E., Finsbury, General Merchant. High Court. Pet. March 24. Ord. May 3.
MURPHY, DAVID, South Bank, York, Steelworker. Middlesbrough. Pet. April 29, Ord. April 29.
NARRAMORE, FREDERICK, Maida Vale Dealer in Works of Art. High Court. Pet. April 8. Ord. May 3.
OSTERTAG, CHARLES, Clerkenwell. High Court. Pet. April 8. Ord. April 27.
PINFOLD, DANIEL, West Bromwich, General Dealer. West Bromwich. Pet. May 2. Ord. May 2.
PITT, GEORGE E., Surbiton. Kingston. Pet. Jan. 25. Ord. May 1.
RICH, GEORGE, Rhymney, Mon., Draper. Tredegar. Pet. May 2. Ord. May 2.
ROWLINSON, ALICE M., Golders Green, Speciality Draper. High Court. Pet. April 22. Ord. May 1.
SULLINGS, SYDNEY C., Great Yarmouth, Film Hirer and Cinema Proprietor. Great Yarmouth. Pet. March 23. Ord. May 1.
SMITH, FREDERICK C., Catford, Motor Engineer. Greenwich. Pet. April 6. Ord. May 2.
SMITH, FRANCES, Nelson, Milliner. Burnley. Pet. May 2. Ord. May 2.
THACKER, WILLIAM E., Leicester, Engineer. Leicester. Pet. May 1. Ord. May 1.
THE UNION JACK FLOUR CO., Twickenham, Grocers and Flour Merchants. Brentford. Pet. April 19. Ord. May 1.
WARD, ETHEL M., Barrow-in-Furness, Dracer. Barrow-in-Furness. Pet. May 1. Ord. May 1.
WHITE, WILLIAM R., Pengam, Mon, Hairdresser. Tredegar. Pet. April 24. Ord. April 24.
WHITEHEAD, HARRY, Bolton, Stripper and Grinder. Bolton. Pet. May 3. Ord. May 3.
WHITHAM, HARRY, and WHITHAM, SUSANNAH, Carrington, Nottingham, General Dealers. Nottingham. Pet. May 3. Ord. May 3.
WILKINSON, WILLIAM G., Nelson, Yarn Merchant. Burnley, Pet. May 2. Ord. May 2.
WILLIAMS, GEORGE, Blaenavon, Toy Dealer. Tredegar. Pet. April 27. Ord. April 27
WINTLE, E. A. & SON (other than ALBERT RONALD WINTLE), Bradford, Dress and Coating Manufacturers. Bradford. Pet. April 21. Ord. May 3.
WRIGHT, WILLIAM, Nuneaton, Costumier. Coventry. Pet. May 3. Ord. May 3.

Amended Notice substituted for that published in the *London Gazette* of Feb. 28, 1922.

GIRSH, E., and LAURENT (other than E. GIRSH), Rupert-st. Silk and Textile Merchants. High Court. Pet. Jan. 13. Ord. Feb. 22.

London Gazette.—TUESDAY, May 9.

BROOK, FRANK, Lincoln, Motor Engineer. Lincoln. Pet. May 6. Ord. May 6.
COOPER, JOHN, Knaresborough, Coal Merchant. Harrogate. Pet. May 5. Ord. May 5.
DENT, GEORGE H., Lincoln, Draper. Lincoln. Pet. May 3. Ord. May 3.
FRANK MUFF & SON'S SUCCESSORS, Leeds, Cloth Warehousemen. Leeds. Pet. April 20. Ord. May 4.
GILLARD, JOHN, Normanton, Greengrocer. Wakefield. Pet. May 4. Ord. May 4.
HILL, ARTHUR R., Haywards Heath, Japanese and Chinese Merchant. High Court. Pet. May 5. Ord. May 5.
JONES, EDWARD, Maentwrog, Merioneth, Farmer. Portmadoc. Pet. May 4. Ord. May 4.
LLOYD, WILLIAM H., Senghenydd, Glam., Confectioner and Colliery Engine Driver, Pontypridd. Pet. May 5. Ord. May 5.
LUNGGREEN, OSCAR, Barrow-in-Furness, Labourer. Barrow-in-Furness. Pet. May 6. Ord. May 6.
LYNEX, RICHARD J. H., Pleck, Walsall, Draper. Walsall. Pet. May 4. Ord. May 4.
MARKS, SELWYN, Leeds, Travelling Fruit Dealer. Leeds. Pet. May 4. Ord. May 4.
MILLER, CHARLES J., Ripley, Licensed Victualler. Guildford Pet. May 5. Ord. May 5.
PEARSON, TOM, Barrow-in-Furness, Tailor. Barrow-in-Furness. Pet. May 5. Ord. May 5.
PICKNELL, JOHN M., Ascot, Gramophone Dealer. Kingston (Surrey). Pet. May 4. Ord. May 4.
PLUMMER, DE JORNETTE, Liverpool, Photographer. Liverpool. Pet. Mar. 16. Ord. May 5.
PULTON, RICHARD, Tottenham, Edmonton. Pet. May 5. Ord. May 5.
REITZ, IVOR, Queen's-gate, Hotel Proprietor. High Court. Pet. Mar. 31. Ord. May 4.
S. SEYMORE & COMPANY, Brushfield-street, Bishopsgate, Wholesale Wine and Spirit Merchants. High Court. Pet. April 12. Ord. May 4.
SHEPPARD, GEORGE R., Oxford. Oxford. Pet. Mar. 7. Ord. May 6.
SKEAT, CHARLES, Tottenham, Chemist. Edmonton. Pet. May 4. Ord. May 4.
SPENCE, GEORGE H., Leicester, Leather Dresser. Leicester. Pet. May 6. Ord. May 6.
STORY, MATTHEW, Billinghay, Lincoln, Labourer, formerly Publican. Boston. Pet. May 4. Ord. May 4.
WARD, LEONARD W., Great Totham, Essex. Builder. Chelmsford. Pet. May 4. Ord. May 4.
WILLIS, HERBERT, and SMITH, PERCY, Leeds, Estate and Business Agents. Bradford. Pet. May 5. Ord. May 5.